

CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Aaron Wray, Re	577
Ball, Re, Blattery v. Ball	575
Board of Trade, Ex parte, Re	577
Stainton	577
Brown, Ex parte, Re M'Henry	576
Condon v. Vollum	575
Critchley's Trusts, Re	575
Cunningham & Co., Re	575
Curtis & Betts, Re	575
Marrett, Re, Chalmers v. Wingfield	575
Norton, Ex parte, Re Mansel	577
Ongley v. Chatham Local Board	576
Royal Liver Friendly Society, Re, Tiplady v. The Royal Liver Friendly Society	575

"Sara," The; Baker v. Owners of Ship "Sara"	574
Tidwell, Ex parte, Re Tidwell	577
Watkinson, Ex parte, Re Wilson	575

In the Weekly Reporter.

Attorney-General v. Welsh Granite Co.	617
Broderick, Ex parte, In re Beetham	613
Calvert v. Thomas	616
Castle, In re	621
Guardians of Bristol v. Bristol Urban Sanitary Authority	619
Hartley, In re, Stedman v. Dunster	624
James v. Lovel	626
Stokes v. Stokes	613
Webster v. Southey	622

The Solicitors' Journal and Reporter.

LONDON, JUNE 25, 1887.

CURRENT TOPICS.

SOLICITORS will be gratified to see the name of the President of the Incorporated Law Society in the list of Jubilee honours. Sir H. W. PARKER has won uncommon esteem during his tenure of office; and we believe that, on personal grounds, the distinction which has been conferred will be heartily welcomed. But there are, of course, other reasons for satisfaction. The honour is without doubt intended as a recognition of the services which the Incorporated Law Society has rendered in promoting the amendments of the law which constitute one of the main features of the present reign; and the fact that two knighthoods should have been bestowed within a few years on presidents of the Incorporated Law Society, in their capacity as such, may be accepted as satisfactory testimony to the increasing influence and estimation of the representative society of solicitors.

IT IS A GREAT CONVENIENCE that the profession should have an authentic statement of the order in which their actions which have been transferred to Mr. Justice KEKEWICH will be heard. In another column will be found a list shewing that order. The wonder is that no such list has been printed on previous occasions; the only mode of ascertaining when a transferred action would be in the paper being by searching the cause book or inquiring of the cause clerk. We hope that the new practice will be continued.

THE SPACE allotted to the legal profession in Westminster Abbey, on Tuesday last, contained only 100 seats. The judicial bench was represented by fifteen judges, including two Lords Justices, all the judges of the Chancery Division, and the Vice-Chancellor of the County Palatine of Lancaster. The Chief Justice of the Irish Queen's Bench Division was also present, not in his judicial robes, but wearing a collar of SS over a uniform probably better known in Ireland than here. Several Queen's Counsel were present in court suits, and one with his gown and full-bottomed wig; also two junior counsel in stuff-gowns. Among the officials were one Chancery registrar, one master of the Queen's Bench, and several district registrars.

OUR OBSERVATIONS last week on the effect of the passing of the Land Transfer Bill on solicitors' remuneration seem to have excited a good deal of attention, but, judging from some of the remarks we have heard, it would appear that the mode in which the measure is likely to act in this respect is not very well understood in some quarters. It seems to be supposed that we overlooked the fact that first registration will, in general, be only with a possessory title; and the opinion seems to be entertained that upon such a registration the title previous to registration will have to be investigated upon every dealing with the land for many years after the registration, and that therefore the present generation of practitioners need not apprehend any diminution of profits. For reasons which we have given before, we do not think it clear that first registration will be universally with a possessory title. The terms on which "absolute" titles will be granted under

the new system are not yet revealed, and it may be found that they are sufficiently easy to tempt purchasers. But, admitting for the moment that all first registrations will be with a possessory title only, let us see how the measure is likely to work. The first purchaser, registered with a possessory title, is tolerably certain to apply for confirmation of title, and, unless compelled to do so, will not be likely to re-sell until the five years requisite for obtaining it have elapsed, and his title has become absolute. If he buys with the intention of re-selling speedily he will in all probability (provided the terms are moderate) consider it cheaper to register as absolute owner, so as to save his solicitor's fees on a re-sale, when he can throw all the office fees on the purchaser. It appears to us, therefore, to be practically plain that, whether first registration is with a possessory title or with an absolute title, second registrations on a purchase will be with an absolute title. But on a sale with an absolute title there appears to be no possibility of remuneration for a solicitor beyond the registration fee, unless perhaps a small sum for the preparation of the purchase contract. If the first purchaser, registered with a possessory title, and having applied for confirmation, has to re-sell before the five years have elapsed, the affidavit made on the application for confirmation—which must state that "the deponent has made due inquiry into the title, is not aware of any question or dispute as to the title, except such (if any) as is specified in the affidavit, and believes that, except as aforesaid, the confirmation of the title will not prejudice any estate, right, or interest of any other person in, to, or over the land" (clause 10 (2))—will afford a mode of framing a plausible condition of sale precluding the production or examination of the title prior to the first registration. Let us suppose, however, that the first purchaser, registered with a possessory title, has not applied for confirmation before re-selling. As the transfer, or part of the transfer, to the new purchaser will take place in the Land Transfer Office, and the scale fees do not apply unless all the work mentioned in them has in substance been done (*Re Lacey & Son*, 32 W. R. 1, 25 Ch. D. 301), the remuneration will be, we suppose, under Schedule II. But whether there will be any or much work to be remunerated will depend on the conditions under which the sale is made; and it appears probable that sales after registration with a possessory title will be largely made subject to restrictive conditions as to investigation of the title prior to the first registration.

THE AMENDMENTS to the Land Transfer Bill standing on the paper on Monday evening last were disposed in four sets, to be moved by the Duke of MARLBOROUGH, Lord MONTEAGLE, Lord HERSCHELL, and Lord THRING respectively. The Duke of MARLBOROUGH's amendments were directed principally to (1) making the Land Transfer Board a dependency of the Land Commission; (2) applying compulsion all over the country at once; (3) giving the county courts jurisdiction in cases of under £500 value; (4) rendering the concurrence of the Land Transfer Board necessary to the validity of rules under the Act; (5) conferring on tenants for life compulsory powers of purchasing the reversion in fee at a valuation; (6) reducing the initial subscription to the insurance fund from $\frac{1}{2}$ d. in the £1 to 1d. in £100—i.e., from about 1-10 per cent. to 1-240 per cent; and (7) stopping all further insurance charges until a new General Order has been made under the Solicitors' Remuneration Act fixing fees for registry business. The object of this last amendment is rather obscure. Owing to the absence of the duke from the committee, his first two amendments have dropped. Lord MONTEAGLE's amendment is to make the alterations in real property law apply to Ireland. The most important amendments (as might have been supposed) are those which stood in the name of Lord HERSCHELL. Their main object and scope was as follows:—(1) To throw the duty of registration on the purchaser instead of on the vendor; (2) to rely on the mere deprivation of the legal estate as a sufficient penalty for non-registration; (3) to give a proprietor injured by mistakes in the register a direct claim for indemnity out of the insurance fund without the necessity of first pursuing his remedies against any private person; (4) to lay down that, in cases of mistakes on the register, the court shall, as a general rule, restore the land to the person deprived of it, and award the compensation to the wrongly-registered purchaser, with a discretion to do otherwise only on special cause shown; (5) to give surviving husbands and wives absolute interests in one

third, instead of life interests in the whole, of the lands of their intestate spouses; (6) to enable a proprietor to increase the amount of his insurance in cases of increased value. Lord HERSHELL's amendments also comprise important improvements in the detail of section 4 relating to the registration of settled land, and, in the language of clause 9 (compulsory registration of all subsequent dealings), and clause 38 (devolution of real estate). Lord THRING's amendments were (1) for shifting the duty of registration from vendor to purchaser; (2) for limiting compulsion to cases of sale; (3) omitting all express directions as to the exact manner in which settled land is to be registered; and (4) leaving the case of subsequent dealings as it now stands under the Act of 1875—namely, that they can be validly made by common law assurances, subject only to a risk of being ousted by subsequent inconsistent registrations.

BEFORE CONSIDERING the amendments in detail in committee, two speeches were made of some importance. The Lord Chancellor stated that, while he welcomed several of the amendments as improvements of the Bill, yet he would be unable to admit any that touched upon either of the three following matters of principle:—(1) That the Land Transfer Board should be independent of the Land Commission; (2) that compulsion should be applied gradually district by district; and (3) that the vendor should remain the person on whom the duty of registration is to be thrown. Lord HERSHELL, following the Chancellor, repeated his protest against the form of the Bill, pointing out that an amending measure was only admissible where the law to be amended was familiar, which is not the case here. He also enlarged somewhat on the distinction between indefeasible and guaranteed title, and expressed regret that the Bill, while in principle inclining to guaranteed title, still retained the nomenclature of indefeasibility. He further stated that, in his opinion, the initial costs of compulsory registration ought to be reduced to the lowest possible level, or, if this was impracticable, should be shared to some extent by the State. In the committee which followed it very early appeared that the Lord Chancellor's word would be law. Lord HERSHELL, supported by Lord KIMBERLEY, pressed his first amendment (of clause 2) to a division, but it was negatived by 40 to 16. The consideration of amendments was carried on (notwithstanding an appeal from an overworked noble lord at 6.45 p.m.) down to clause 10. The substantial alterations admitted were as follows:—(1) the registration of a person "as tenant for life" is not to "affect any person with constructive notice of the terms of the settlement." The Lord Chancellor undertook to reconsider sub-clause (4) of clause 5, requiring the trustees of the settlement to apply for the registration of succeeding tenants for life. We have already commented on the need of reconsideration here. An exception was introduced at the end of clause 5, in consequence of which land held on trust for sale will not need to be registered in the name of the tenant for life, except where an order has been actually made under the Settled Land Act, 1884. Clause 9 was also made more exact, according to Lord HERSHELL's amendments. Lord THRING's amendments were withdrawn. The Duke of MARLBOROUGH's dropped, as already mentioned. Lord MONTEAGLE's was not reached.

THE PUBLISHED OPINION of the Attorney-General as to the terms on which a tramway may be purchased by a local authority deals with a matter of very great importance. The 43rd section of the Tramways Act, 1870 (33 & 34 Vict. c. 78), enacts that a local authority, after the expiration of a period of twenty-one years from the time when any tramway undertaking was first authorized, may compulsorily purchase such undertaking "upon terms of paying the then value (exclusive of any allowance for past or future profits of the undertaking, or any compensation for compulsory sale or other consideration whatsoever) of the tramway." These words having alarmed a great tramway company, an opinion has been taken and published to the effect that the undertaking must be purchased and paid for as a going concern, and not as it has been sometimes put, as so much old iron. The opinion is clearly correct. The Act prescribes that the promoters shall sell their undertaking, and this expression obviously bears the meaning attributed to it in the opinion. But the restriction upon the price

to be paid, of course, must have some meaning, and upon this meaning the opinion does not give much enlightenment in point of detail. What does "exclusive of any allowance for past or future profits" mean? We think that "future profits" may be easily referred to the profits naturally to be expected from an increase of population in most cases, and occasionally to be expected from a decrease in the cost of labour employed by the tramway company. "Past profits" it is not so easy to explain, but we think perhaps that the Legislature intended to exclude from consideration exceptional profits arising from exceptional circumstances in any past year, as, for instance, from the fact of the town served by the tramway having been the scene of a Royal visit or an industrial exhibition.

THE INQUIRIES WHICH WILL BE NECESSARY BEFORE COMPLETING A PURCHASE FROM A REGISTERED OWNER.

IN Mr. Hunter's paper on the Land Transfer Bill, read on the 7th inst. before the Incorporated Law Society, five heads of inquiry are stated as to which it will still be necessary for a purchaser from a registered owner to satisfy himself before completing a purchase under the new system.

The first of these—to the effect that, owing to the Settled Land Act and to the new mode of vesting trust estates in trustees under the Conveyancing Act, it will be necessary in many cases to notice trusts on the register, with the result that purchasers will be affected with constructive notice of the terms of the settlement—has been removed by the adoption of Lord Herschell's amendment of clause 5, noticed in another column. In passing, it may, however, be pointed out that Lord Thring's amendment abolishing clause 5 altogether would probably have effected the desired object even better. For, under the existing registry practice, the provisions of the Settled Land Act have been satisfactorily met by the following arrangement:—The tenant for life is registered as "proprietor" simply, and the trustees' controlling power is preserved by a "restriction" (see sections 58 and 59 of the Act of 1875), to the effect that no dealing is to take place without their consent or till further order. This simple arrangement will, however, be superseded by the provisions of clause 5 if the Bill passes as it now stands.

Second.—The original Bill gave no protection against succession duty. But by the amended clause 43 provision is made for its being treated as an "incumbrance." This means that unless it is registered it ceases to affect land in the hands of a purchaser. Provision is at the same time made for giving the Commissioners of Inland Revenue an ample opportunity of asserting their rights. Mr. Hunter expresses a doubt whether the proposed clause will be effectual for its purpose. As to this we can only say that, in the absence of any reasons assigned, and after the best consideration we can give to it, we fail to see on what ground it arises.

Third.—Until a central registry of the various matters which now form the subject-matter of searches—for instance, executions, *lis pendens*, bankruptcies, &c.—is established, these searches will still have to be made. This assertion, coming from such an authority, is calculated to arouse considerable alarm. For it is certainly the general impression that such searches will no longer be necessary. The Act of 1875, s. 30, says that a registered transfer for value shall confer a fee simple, subject to the incumbrances entered on the register, and to rights by the Act declared not to be incumbrances, "but free from all other estates and interests whatsoever," including the Crown. None of the matters usually made the subject of searches are included in the list of matters by the Act (section 18) declared not to be incumbrances. On what ground, then, will they be held to affect purchasers of registered titles? The words of the Act of 1875 seem to be strong enough to override any priority express or implied, statutory, equitable, or by force of the common law. Surely a system which, in the face of a registered transfer, ignores a prior conveyance for value by indenture sealed and delivered (section 49), will hardly be found more tender towards statutory priorities. Still, a short clause determining this point definitely would no doubt be a desirable addition to the Act, inasmuch as solicitors naturally require certainty on such a point before exposing themselves to any risk by omitting precautions that are

now customary. Our own belief is that, if the Legislature were compelled to speak plainly, it would impose the obligation of registering a "caution" on every person claiming any special right overriding a registered proprietor's right to convey. Such requirement would be no hardship on the cautioner, and the compensating searches, if the present rule is continued, are very onerous.

Fourth.—Boundaries, land tax, tithe, easements, and tenancies will have to be inquired after. It is pointed out that, as an ordinary registered title does not guarantee boundaries, and as the conditions of "confirmation" of boundaries are (as we ourselves have also pointed out, *ante*, p. 392) likely to be found more onerous in practice than they seem to be on paper, the purchaser must still make his own inquiries on this point, and this is no doubt the case. Land tax, tithe, and easements, together with rights to mines and minerals, and leases and tenancies for under twenty-one years in occupation, are also (with other things) exempted from the effect of registration by section 18 of the Act of 1875.

Fifth.—Where the subject of the purchase is a leasehold, the purchaser must satisfy himself that the rent has been paid and the covenants performed.

To these points mentioned by Mr. Hunter we would ourselves add one more, which is not unfrequently lost sight of. It is this. It appears from the wording of the Act of 1875 that a purchaser from a registered proprietor will have to satisfy himself of the identity of his vendor, or else he may get no title. The words of the Act are these. Section 29 says:—"Every registered proprietor of land may, in the prescribed manner, transfer such land or any part thereof. The transfer shall be completed by the registrar entering the transferee as proprietor." From this it would appear that to a valid registration two things are requisite—a transfer by the registered proprietor, and registration of such transfer by the registrar. If the person purporting to transfer is not the registered proprietor, but only someone personating him, the transfer is invalid. The question then arises, What about the next transferee? Is he to be forced to inquire into the identity of all his predecessors in title? Apparently not. The first transferee, in a case of personation, though not having a good title as against all the world, is undoubtedly "the registered proprietor" as long as his name is on the books as such, and as such he can make a valid transfer to a third party. It would, however, be a very desirable thing if clause 29 (and the corresponding clauses 22—mortgages—and 34—leases—) could be so worded as to leave no room for doubt one way or the other. On the general question it appears to be no great hardship on a transferee to hold him responsible for the identity of his own immediate transferor, and to have the rule so cut off a certain opening for conspiracy against the insurance fund.

We may add that Mr. Hunter singles out section 21 of the Act of 1875 ("title adverse to the registered proprietor shall not be acquired by any length of possession") as an object of opprobrium, and suggests its repeal. Nearly every critic of the Act has done so. Broadly, the section has been objected to as being opposed to every principle of law and every rule of convenience. An attempt is made by new clause 19 of the amended Bill to palliate it to some extent (a provision which Mr. Hunter appears to have overlooked), but that clause rather tends to confirm the opinion that no palliation short of entire repeal can be of the slightest use. The wording of clause 19 is very complicated and difficult to understand; its effect at best is only partial, and, on one possible interpretation, *nil*. It runs thus (shortly):—"Where the description of the boundaries or parcels of registered land is not in accordance with possession, and the proprietor would not—but for section 21 of the principal Act—be entitled to recover possession of the parts of which he is not in possession, the board may, subject to the prescribed conditions, rectify the description." The restriction of the operation of the clause to "the description of the boundaries or parcels" seems more verbal than actual; moreover, when we consider under what "conditions" the board can alone be permitted to alter a registered description, the following case will illustrate the probable results to which it will lead:—A. and B. are adjoining registered proprietors, with boundaries conclusive. A. sets back his fence two feet in consideration of B. relinquishing a claim for a water easement somewhere else. No note is entered on the register. B. builds up to the new line. A. sells to C. After twenty years or so, B.

applies, under section 19, to have the description of the boundaries rectified. The board can hardly do this without notice to C. But what is the effect of such a notice? No right has as yet been obtained by B. as against C., owing to section 21 of the principal Act; nor does the new clause 19 give him any. Result: an action for ejectment at once commenced by C. against B., to which there is no possible defence. And so, as far as we can see, it would always work out. As long as B. keeps quiet he may remain undisturbed, but he will certainly be turned out the moment he attempts to protect himself under clause 19.

SOLICITOR-TRUSTEES' COSTS.

II.

In our previous article we shewed that the exception in *Craddock v. Piper* (1 Mac. & G. 668), by which a solicitor-trustee is allowed to charge profit-costs for work done in a suit on behalf of his co-trustees, arose from Lord Cottenham's failure to see the real ground of decision in *New v. Jones* (note to *Craddock v. Piper*). But although this has probably been beneficial to trust estates in general, and has certainly better carried out the intention of testators than the ordinary rule, yet it has been strictly confined to work done in a suit. It is true that no restriction of this kind is mentioned in *Craddock v. Piper*, and the reason upon which Lord Cottenham based his judgment—viz., that a solicitor is only debarred from charging profit-costs for work done on his own behalf as trustee, and that it is no part of his duty to act for his co-trustees—applies, of course, to all professional work alike. But the exception was so opposed to the doctrine of the law, and such difficulty has been found by the judges in reconciling it with *New v. Jones*, which, nevertheless, Lord Cottenham approved, that it has been confined to the actual circumstances of the case in which it was first recognized, and as the costs there were costs in a suit, to such costs only has it since been held to apply. The first decision to this effect was that of Vice-Chancellor Turner in *Lincoln v. Windsor* (9 Hare, 158). In the later case of *Broughton v. Broughton* (5 De M. & G. 160) it was noticed by Lord Cranworth that, where the question related to charges incurred in a suit, there would be considerably less danger in relaxing the general rule where the solicitor-trustee was a defendant than where he was a plaintiff. But although this was the case in *Craddock v. Piper*, yet, fortunately, the further refinement thus suggested does not appear to have been recognized. The question arose before Mr. Justice Chitty in the recent case of *Burgess v. Vinicombe* (35 W. R. 326, 34 Ch. D. 77), and there it was expressly stated that costs of business out of court followed the general rule, while the exception in *Craddock v. Piper* was restricted to costs incurred in a suit; and, as it had been suggested at the bar that this exception was not really allowed in the taxing master's office, special inquiry was made on the subject, with the result that the senior taxing master, after consulting two other taxing masters, reported that *Craddock v. Piper* was always acted upon. But the matter is now definitely settled by *Re Corsellis, Lawton v. Elwes* (35 W. R. 309, 34 Ch. D. 675), and this case we shall shortly examine.

It so happened that the solicitor-trustee or his partner had done work of various kinds, and each of these affords a useful example of the application of the rule or its exception. They may be enumerated as follows:—

- (i.) An application for maintenance made under the summary procedure of the court on behalf of the infant tenant for life. To this the trustees were respondents.
- (ii.) An action by the tenant for life against the solicitor-trustee, who was now the sole trustee, to execute the trusts and for a receiver. The receiver was appointed.
- (iii.) The solicitor-trustee acted on behalf of the receiver in passing his accounts.
- (iv.) The solicitor-trustee acted for the trust estate in preparing leases, and claimed his profit costs in respect of these, the costs being paid by the lessees.
- (v.) The partner of the solicitor-trustee was appointed steward of a manor, part of the trust estate, and the solicitor-trustee claimed a share of the profits arising from fees paid by the copyholders.

Now the first of these depends clearly on the exception in *Craddock v. Piper*. So much, however, did Mr. Justice Kay disapprove of this that he decided to follow it only if the case before him were of exactly the same nature (33 Ch. D. 166). Looking carefully, then, for some ground of distinction, he found it in the restriction we have noticed to costs in a suit. But an application made by summons to the court to fix the amount of maintenance could hardly be said to be a proceeding in a suit; at any rate, it was not a case of active litigation. Hence he felt free to treat it as not within *Craddock v. Piper*, and to apply the general rule. But when the case came before the Court of Appeal it was seen that this was an improper evasion. As was said by Cotton, L.J., it would be frittering away the decision in *Craddock v. Piper* to say that it only applied to a hostile action, no such limitation having been laid down by Lord Cottenham. And as to the more important question whether the court was bound to follow that decision or no, he held that it had been so long treated as a binding authority that it was impossible now to overrule it. He referred to the doubts which had been thrown upon it; but these had been doubts merely, and not contrary decisions, whereas the case itself was a decision of the Lord Chancellor, sitting as a court of appeal, and had been acted on in taxing costs from 1850 down to the present time. He recognized, too, the anomaly of limiting the exception to costs in a suit, but suggested as a possible reason, that in a suit, although costs are not always hostilely taxed, yet there may be a taxation where parties other than the solicitor-trustee may appear and test the propriety of the costs, and the court could disallow altogether the costs of any proceedings which might appear to be improperly undertaken. The rest of the court, Lindley and Lopes, L.JJ., agreed in condemning the exception in *Craddock v. Piper*, but followed Cotton, L.J., in considering that it had been too long established to be now overruled, and that though the distinction between costs in a suit and those otherwise incurred was anomalous, and rested upon no satisfactory reason, yet it would not be right to fritter away the case they were upholding by drawing a further distinction between a suit proper and other less formal proceedings in court. The exception in *Craddock v. Piper* is now, then, more firmly established than ever, and also the restriction of it to the case of business done in a suit.

The costs under the second of the above headings raise no difficulty. The co-trustee had died, and the solicitor-trustee was therefore acting for himself alone. An attempt was made before Mr. Justice Kay to shew that the share of profits which he received from his London agent was a gratuity, but this, of course, failed, and these costs do not seem to have been mentioned on the appeal.

Then there were the profit costs charged by the solicitor-trustee acting on behalf of the receiver. At first sight it is difficult to distinguish these from costs incurred in acting on behalf of co-trustees. Lord Cottenham based the exception in *Craddock v. Piper* on the assertion that it is no part of a solicitor-trustee's duty to act for his co-trustees, and, indeed, if the court had been desirous of following that decision, it might have been easy to do so. But, as we have seen, quite the contrary was the case. Hence, as a receiver is different to a co-trustee, the court felt itself free to go back to what it considered sound principle. We have already stated Lord Cranworth's enunciation of this in *Broughton v. Broughton* (*supra*, p. 556) to the effect that no one who has a duty to perform may place himself in a position to have his interests conflicting with his duty. Now when a receiver of the trust estate is passing his accounts, it is the duty of the trustee to check them and see that no overcharge is made. But it is the business, and therefore the interest, of the receiver's solicitor to uphold the charges which the receiver wishes to throw upon the estate. Thus we are brought within the above principle. Possibly, however, it may be better to broaden it slightly, as was done by Cotton, L.J., and, without saying anything of the solicitor-trustee's interest, merely to point out that he is in a position in which he has adverse duties to perform—a duty to the receiver and a duty to the estate. The principle, then, is that a solicitor-trustee ought not to put himself in a position in which he is under a temptation, whether from his own opposing interest or from another duty, to act adversely to his duty to the trust estate.

In considering the above cases we have not noticed whether the work is actually done by the solicitor-trustee or by another member of the firm. But since *Christophers v. White* (10 Beav. 523)

it has been well settled that where a solicitor-trustee is not allowed profit costs on work done by himself, neither can he charge them where the work is done by his partner.

The fourth point raises some new considerations. The solicitor-trustee acted on behalf of the estate, or rather on his own behalf as trustee, in preparing certain leases the cost of which was to fall on the lessees. Both Mr. Justice Kay and the Court of Appeal decided against him, though on somewhat different grounds. The former pointed out at length that, though the lessees might pay the costs, yet it would be for the solicitor-trustee's interest that they should be as large as possible, and though the trust estate would not be directly injured, yet this might happen indirectly owing to intending lessees being deterred by the heavy expense. But in the Court of Appeal it was said more briefly that the trustee was, at any rate, employed by himself, although, by custom, the costs would fall on someone else.

Lastly, we have to consider the position of the trustee, or rather his partner, who is steward. Mr. Justice Kay treated this case as being similar to the last, and decided against the trustee because he might act prejudicially to the estate by claiming exorbitant fees. But the Court of Appeal thought this impossible, as the fees are fixed by custom, and though the steward is appointed by the trustees, yet, as in no case are they liable to him, they cannot be said to employ him within the terms of the judgment on the previous point. But how is this to be reconciled with the maxim that a trustee is not to make a profit by his trust? Perhaps the following is the true explanation. As we have seen, this maxim must be interpreted by the fuller statement that a trustee is not to put himself in a position where his duty and his interest will conflict. Now a trustee who is steward undoubtedly makes a profit by his trust, but is there any conflict between his duty and his interest? Mr. Justice Kay thought there might be; the Court of Appeal thought that the fixed amount of the fees would avoid any such conflict. Hence there was no reason to compel the solicitor-trustee to account to the trust estate for his share of the profits which his partner had received.

Of course all that has been said above as to a solicitor-trustee's costs holds only in the absence of special agreement or of a clause in the settlement or will authorizing him to charge profit costs.

CASES OF THE WEEK.

THE SARA; BAKER v. OWNERS OF SHIP *SARA*—C. A. No. 1, 20th June.

SHIP—MARITIME LIEN—DISBURSEMENTS BY MASTER.

This was an appeal by the defendants from the decision of Butt, J., and raised the question whether the master of a ship has a maritime lien on the ship for disbursements made by him on account of the ship. The action was brought by the master against the owners, and the mortgagees of the ship intervened as defendants. Butt, J., held himself bound by the authority of *The Ringdove* (34 W. R. 744, 11 P. D. 120), and *The Mary Anne* (14 W. R. 136, 1 A. & E. 8), and gave judgment for the plaintiff.

THE COURT (Lord Esher, M.R., LINDLEY and LOPES, L.JJ.) affirmed this decision, and dismissed the appeal. Lord Esher, M.R., said that the question turned on the construction to be given to section 10 of the Admiralty Court Act, 1861 (24 & 25 Vict. c. 10). That section enacted that the High Court should have jurisdiction over (*inter alia*) claims of masters of ships in respect of disbursements. Did that section then give a master a maritime lien upon the ship? Jurisdiction was conferred in similar words in certain cases by section 6 of the Admiralty Court Act, 1840. There were certain matters over which the court had no jurisdiction until it was conferred upon them by statute. In certain other matters, such, for instance, as collisions on the open sea, it had always an absolute jurisdiction, and could enforce a lien against the ship. The conclusion arrived at by Dr. Lushington in *The Mary Anne* was that the words in the statute, "The court shall have jurisdiction," did not, of themselves, confer a right to enforce a maritime lien, but if they gave jurisdiction in matters in which the court had already, except under certain circumstances, jurisdiction to enforce a maritime lien, their effect was to do away with such exceptions, and to give the court power to enforce a maritime lien in all such cases. The effect of section 191 of the Merchant Shipping Act, 1854, was to allow the Court of Admiralty, under very special circumstances, to enforce a maritime lien in favour of a master for disbursements by him on account of the ship. That had been decided in *The Glentanner* (5 Sw. 415). The effect, therefore, of the subsequent Act of 1861 was to extend this to all cases of disbursements by the master. Both *The Glentanner* and *The Mary Anne* were rightly decided, and had been followed by many subsequent cases. The section obviously intended to give the master a maritime lien on the ship which he could enforce against the ship by an action *in rem*, and to hold the contrary

would discourage masters from making disbursements for the benefit of the ship, and would impose a fetter on a very useful power. LINDLEY and LOPEZ, L.J.J., concurred.—COUNSEL, *Finlay, Q.C., and Nelson; Sir W. Phillimore, Q.C., and J. G. Barnes. SOLICITORS, Lowless & Co.; Ingledew, Ince, & Co.*

Re MARRETT, CHALMERS v. WINGFIELD—C. A. No. 2, 22nd June.

DOMICIL—DOMICIL OF CHOICE—ABANDONMENT—INTENTION.

This was an appeal from a decision of Stirling, J. (*ante*, p. 286), the question being whether the domicile of the testator in the cause was, at the time of his death, German or Anglo-Indian. The testator was born in India, his father being an officer in the service of the East India Co. He was himself an officer in that service, and he never left India until the year 1870. He left the service in 1868, and from that time till his death he was in receipt of a Government pension. After 1868 he entered the service of the Nizam of Hyderabad. Early in 1871 he left Hyderabad and went to reside at Darmstadt. He purchased a house there in May, 1872, and lived there until the time of his death, with the exception of short visits to England in each of the years 1871, 1872, 1873, and 1874; a visit to India in 1874 for the purpose of obtaining a pension from the Nizam; and some short visits to friends in Germany. His will was made in 1874, on the occasion of a visit by him to Wiesbaden. It was in the English form, and by it he gave his property to his grandchildren, to the exclusion of his children, whom, by the German law, it is not competent for a testator to disinherit. A good many witnesses deposed to their belief that the testator was dissatisfied with Germany and desirous to live in England. Stirling, J., was of opinion, on the evidence, that the testator had acquired a German domicile, and that he retained that domicile at the times of his will and of his death. It was argued on the appeal that a domicile of choice could be abandoned by mere expressions of intention.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision. COTTON, L.J., said that he understood the law to be this—that a man's domicile of origin remained, unless he had acquired a domicile of choice by residence in another country with the intention of permanently residing there. If he abandoned his domicile of choice, his domicile of origin reverted. A mere intention to abandon the domicile of choice was not enough; there must be act as well as intention. The abandonment must be *animo et facto*. The mere fact that a man began to entertain doubts whether he had acted wisely in changing his residence would not destroy his domicile of choice. The fluctuations of a man's mind were of importance in deciding whether he had arrived at a determination to reside permanently in another country; but, when once the court came to the conclusion that he did intend to reside permanently in the country in which he had taken up his residence, the subsequent fluctuations of his mind were of no importance. On the evidence, his lordship came to the conclusion that the testator had acquired a German domicile, and that he retained that domicile at the time when he made his will and at the time of his death. BOWEN, L.J., said that when once a man had formed a fixed and settled intention of residing permanently in a new country, in which he had taken up his residence, a change of domicile was effected, and that would not be undone by subsequent fluctuations of his opinion whether his act had been a wise one. FRY, L.J., concurred.—COUNSEL, *Pearson, Q.C., and Carson; Graham Hastings, Q.C., and Farwell. SOLICITORS, H. W. Chatterton; F. Romer.*

CONDON v. VOLLUM—Chitty, J., 14th June.

INFANT—RELIGIOUS EDUCATION—SEPARATION DEED—RIGHT OF FATHER—INFANT IN CUSTODY OF MOTHER—INFANTS CUSTODY ACT, 1882, s. 2: "CUSTODY OR CONTROL."

In this case an application was made by a Protestant mother, married to the plaintiff, a Roman Catholic, that her child, being the only issue of the marriage and an infant of eight years of age, might be educated in the religion of the Established Church of England, the applicant undertaking to maintain and support the infant. The action had been brought by the applicant's husband for the enforcement of a separation deed made between him and the applicant, whereby it was agreed that, during the continuance of the separation, the applicant's father should maintain and support the infant, and the applicant should have its custody and control. North, J., having made an order in the action giving the applicant the custody and control of the infant until seven years of age on her undertaking to bring it up in principles not at variance with the Roman Catholic faith, the question now arose as to its religious education. The plaintiff maintained that, being the father of the infant, he had the legal right to control its religious education. The applicant had some small means of her own, and was living with her mother. The plaintiff was without means, except what he earned, but offered to maintain the child.

CHITTY, J., said that it was admitted that the child was to remain in the custody of its mother. The Infants Custody Act, 1873, s. 2, enacted that a separation deed providing that the father should give up the control or custody of the children of the marriage to the mother was not to be held invalid on that account, provided always that no court should enforce such deed unless it was of opinion that to do so would be for the benefit of the children. He was of opinion that the words of the section "control or custody" were large enough to include religious education. He was also of opinion that it was for the benefit of the infant in the present case to direct that it should be brought up in the religion of its mother. When the infant was to be in the custody and control of its mother, to

direct that it should be brought up in another religion would be injurious to the infant, and would, moreover, be a futile order. He directed that the father should have reasonable access to the infant, and made an order as to the terms of such access.—COUNSEL, *Lyttelton Chubb; Rawson. SOLICITORS, A. B. Chubb; W. F. Barton Browne.*

Re THE ROYAL LIVER FRIENDLY SOCIETY, TIPLADY v. THE ROYAL LIVER FRIENDLY SOCIETY—Chitty, J., 17th June.

FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60)—COUNTY COURT JURISDICTION—CERTIORARI.

In this case the plaintiff, a member of the defendant friendly society, claimed an injunction restraining the committee of management from making alleged unauthorised payments and from acting as such committee, and also claimed an order for the recoupment of misapplied payments. The action was by plaint in the County Court of Liverpool, and the sum involved was, according to the plaintiff's statement, some £1,600, and, according to the defendants, some £7,000 or more. In a previous similar action (*ante*, p. 269) Chitty, J., had made absolute a writ of *certiorari*, obtained by the defendants, for the transfer of the proceedings to the High Court, on the ground that section 22, sub-section (d), and section 30, sub-section 10, of the Friendly Societies Act, 1875, were permissive enactments, and did not oust the jurisdiction of the High Court, and that the action was one which could be better tried in the High Court. The defendants in the present action having obtained a writ of *certiorari nisi*, it was now argued by the plaintiff, on shewing cause against the rule, that the effect of putting a permissive construction upon section 22, sub-section (d), was that, whenever an application by a member of a friendly society was made under the rules of the society for a reference, the society might purposely delay giving a reference until the aggrieved member, on the ground that "no decision had been made on the dispute within forty days after the application to the society for a reference," sought the aid of the county court, as provided for by section 22, sub-section (d), when the society would forthwith apply for a *certiorari* for removal to the High Court, and by these means drag matters into the High Court by declining to comply with its own rules. The plaintiff submitted that, if the enactment were treated as permissive, it could be rendered altogether futile, the result being that an enactment which was intended by the Legislature to open the doors of the county court was, by means of the interpretation put on it, rendered inoperative if the defendants, the governing body of a friendly society, so willed, although the enactment was intended to benefit plaintiffs who were members of a friendly society when proceeding against the society.

CHITTY, J., said that the argument was an ingenious one. If, however, a friendly society were to endeavour to creep out of its rules by the means pointed out by the present plaintiff, the court could still refuse to grant the writ of *certiorari*. He was of the same opinion as previously expressed (*ante*, p. 269)—namely, that the Friendly Societies Act, 1875, s. 22, sub-section (d), conferred a jurisdiction on the county courts, but did not take away that of the High Court. The present case was a proper one for the High Court. The rule was made absolute, with costs to be costs in the action.—COUNSEL, *C. E. E. Jenkins; Romer, Q.C., and Rutherford. SOLICITORS, Borden & Co.; Gregory, Rowcliffe, & Co., for Bremner, Son, & Pennington, Liverpool.*

Re CRITCHLEY'S TRUSTS—Chitty, J., 18th June.

PRACTICE—APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—JURISDICTION—LUNACY—TRUSTEE ACT, 1850, s. 32

This was a petition for the appointment of new trustees of a trust estate and a vesting order. It appeared that there were originally three trustees, two of whom survived, and it was asked that two trustees only should be appointed. The evidence shewed that one of the two surviving trustees had been attacked in January, 1886, by apoplexy, which had affected his mental condition, although not to any very serious degree, but that his physical condition was such as to render him "physically incompetent to attend to or transact business." The question arose whether an application should be made in lunacy. *Re Martin's Trusts* (35 W. R. 524, 34 Ch. D. 618); *Re Dewhurst's Trusts* (35 W. R. 147, 33 Ch. D. 416), were referred to.

CHITTY, J., said that the case fell within section 32 of the Trustee Act, 1850, and he should make the order appointing new trustees. With regard to appointing two instead of three, although he, for his own part, failed to understand why the court should not sometimes appoint a less number of trustees than the original number, yet he thought it preferable, in the absence of special circumstances, to adhere to the original number.—COUNSEL, *E. S. Ford; S. Hall. SOLICITORS, Fritchard, Englefield, & Co., for Barie, Sons, & Co, Manchester; Bower, Cotton, & Bower, for Withington; Pelly & Bonflower, Manchester.*

Re BALL, SLATTERY v. BALL—North, J., 14th June.

WILL—CONSTRUCTION—"DIE WITHOUT LEAVING ISSUE."

This was a summons by one of the defendants, under rule 4 of order 25 of the R. S. C., 1883, to strike out the statement of claim, on the ground that it disclosed no reasonable cause of action. The action was brought to determine the construction of a will, and, if necessary, for the administration of the testator's estate. The testator, whose will was made in 1809, and who died in that year, bequeathed the residue of his personal estate to trustees on trust for sale and conversion, and to invest the proceeds of sale in the purchase of real estate, or upon Parliamentary or real securities, or in the purchase of stock in any of the public funds, and

out of the income to pay to the testator's wife during her life for her separate use an annuity of £1,300, and to pay the residue of the income to the testator's son K. for his life; and, in case K. should marry and have children lawfully begotten, the whole of the interest of the trust estates should, after the death of K., go to the use of his first son lawfully to be begotten and the heirs male of his body, and for default of issue to the use of the second, third, fourth, and fifth son and sons, and all and every other the sons of K. successively in priority of birth, and the heirs male of the body or bodies of all and every such son or sons; and, in default of such issue male, the whole of the interest of the trust estate should go to and for the use of W. R. B. and the heirs male of his body lawfully begotten; and, in case he should die without leaving issue male lawfully begotten, the interest of the trust estate should go to J. B. and the heirs male of his body lawfully begotten, according to priority of birth; and, in case of failure of such issue of J. B., the whole of the trust estate should be divided equally amongst his female issue. The testator's widow died in 1832. K. died in 1874. He never had any issue. W. R. B. died in 1844. He had had one child only, a son, who died in 1841 under twenty-one. J. B. died in 1856. He left several children surviving him. The defendant was one of his sons. The plaintiff was one of the next of kin of W. R. B., who had died intestate. It had been decided by the House of Lords in another action that the testator's estate was not in equity converted into real estate, but that it retained its quality of personal estate. The plaintiff in the present action alleged that, in the events which had happened, the interest of W. R. B. under the will was an absolute interest, and was not divested on his death without issue—that is, that the words "die without issue male" in the gift over ought to be read "die without having had issue male," and that, inasmuch as he had had a son who predeceased him, the gift over did not take effect, and the property going as personality, the interest of W. R. B., though in form an estate tail, was an absolute one. The defendant insisted that the words "die without leaving issue male" ought to be read literally.

NORTH, J., adopted the literal construction. He said that, in cases where a limited interest had been given to the first taker, the court had, in favour of vesting, construed the word "leaving" in a gift over as meaning "having had." The principle was that it would adopt that construction if the result of so doing was to make the whole of an instrument consistent, to make the gift over fit in with the original gift, and to avoid the divesting of a vested interest. The proposition was stated in Jarman on Wills (4th ed.), vol. 2, p. 823. In *White v. Hight* (12 Ch. D. 751) Bacon, V.C., had applied this construction to a case where there was an absolute gift to the first taker. His lordship had some difficulty in understanding the Vice-Chancellor's reasoning, but still he professed to be following the previous decisions. He thought the present case was not really governed by *White v. Hight*, and he felt bound by the older authorities. Therefore he should construe the word "leaving" literally, and hold that the gift over took effect on the death of W. R. B.—COUNSEL, *Cookson, Q.C., and Danney; Kenyon Parker. SOLICITORS, R. C. Hanrott; Parker, Garrett, & Parker.*

Re CUNNINGHAM & CO.—North, J., 15th June.

PRINCIPAL AND AGENT—EXTENT OF AGENT'S AUTHORITY—MANAGER OF TRADING COMPANY—AUTHORITY TO BIND COMPANY BY PROMISSORY NOTE.

The question in this case was whether the manager in a foreign country of an English trading company had authority, by virtue of his position as such, to bind the company by a promissory note which he had signed on its behalf. The company was formed to carry on the business of importers and dealers of tinned ox tongues and other provisions. Soon after the formation of the company the directors appointed H. to be the manager of the company's business in South America, to take the entire charge of the interests of the company there. No express authority was given to him to sign or accept bills or promissory notes on behalf of the company. He went to South America, and there he endeavoured to enter into a contract with L. for a supply of ox tongues to the company. L. declined to enter into a contract unless some third person would give a guarantee that the contract would be carried out by the company. At the request of H., and on the production of the agreement between him and the company by which he was appointed their manager, S. agreed to deposit £1,000 in a bank to the order of L. as a guarantee for the fulfilment of the contract. As a counter security to S., H. gave him a promissory note for £1,000, signed by himself as on behalf of the company. The contract between L. and the company was entered into, and, under a provision contained in it, L. forfeited the deposit on account of the company's default, and the £1,000 was paid to him. No goods were supplied by him to the company. S. claimed to prove in the winding-up of the company upon the promissory note.

NORTH, J., rejected the claim on the ground that H. had no authority to bind the company by the promissory note. He thought the law as to the authority of an agent to bind his principal was accurately laid down in *Lindley on Partnership* (4th ed.), vol. I., p. 238. The author was then speaking of the authority of a partner to bind the firm, which depended on agency. He said:—"The act of one partner to bind the firm must be necessary for the carrying on of its business; if all that can be said of it was that it was convenient, or that it facilitated the transaction of the business of the firm, that is not sufficient in the absence of evidence of sanction by the other partners. Nor, it seems, will necessity itself be sufficient if it be an extraordinary necessity. . . . A power to do what is usual does not include a power to do what is unusual, however urgent. . . . The question whether a given act can or cannot be said to be necessary to the transaction of a business in the way in which it is usually

carried on must evidently be determined by the nature of the business, and by the practice of persons engaged in it." Applying that to the present case, there was no evidence that the signing of the promissory note was necessary for the carrying on of the company's business. There was evidence that L. was "almost" the only person with whom a contract could be entered into for the supply of tongues; not that he was the only person. Was the transaction in the ordinary course of the business of the company? This was a new company, and had no ordinary course of business as yet. But he thought that such a transaction had never been held to be in the ordinary course of the business of any company whatever. H. had authority to buy tongues for the company, and for that purpose possibly he had authority to pledge the credit of the company, though that was not clear. But he did not obtain the loan of £1,000 in order to pay for goods supplied to the company. The company never received the money, but it was forfeited by L. before he had supplied any goods to the company. The transaction was not necessary for the carrying on of the company's business, or in the ordinary course of business. It was an altogether abnormal transaction, and H. had no authority to enter into it on behalf of the company. And the company had done nothing to ratify or adopt it afterwards.—COUNSEL, *Napier Higgins, Q.C., and Lomon; Cookson, Q.C., and Seward Brice, Q.C. SOLICITORS, G. F. Hudson, Matthews, & Co.; G. Castle.*

ONGLEY v. CHATHAM LOCAL BOARD.—Q. B. Div., 20th June.

ACTION AGAINST LOCAL AUTHORITY—NOTICE OF ACTION—SECTION 264 OF THE PUBLIC HEALTH ACT, 1875.

This was an action of negligence, for having allowed a brow attached to a pier to be in a dangerous condition, in consequence whereof the plaintiff sustained injuries. A provisional order of 1863, which was confirmed by an Act of the same year, had vested in the defendants, as the local authority, the then existing pier at Chatham; and one of the clauses of the order provided that the powers and functions thereby vested in the local board should be exercised and carried into effect by them as part of their general powers and functions, and subject to the like privileges, indemnities, and regulations. A provisional order of 1884, confirmed by an Act of that year, vested in the defendants the present pier, which had been constructed in place of the old pier, and the works connected therewith; and repealed the above clause of the former order; and provided that all expenses of and incidental to the pier and all charges on the pier income, which that income might be insufficient to defray, should be discharged out of the general district rate, as though they were expenses properly incurred under the Public Health Act, 1875. The question, which was raised by a special case, was whether the defendants were entitled to the protection given by section 264 of the Public Health Act, that is, whether the plaintiff was bound to give notice of action, and whether it was necessary to commence the action within six months after the accruing of the cause of action.

THE COURT (MATHEW AND CAVE, JJ.) held that the defendants were not entitled to the protection of section 264 of the Public Health Act. That which was complained of in this action was not anything done or omitted to be done under the provisions of the Public Health Act. The defendants were in the position of ordinary undertakers of works of a similar kind.—COUNSEL, *Channel, Q.C., and Muir Mackenzie; Jelf, Q.C., and Winch. SOLICITORS, Wedlake, Letts, & Wedlake; Satchell & Chapple.*

BANKRUPTCY CASES.

Ex parte BROWN, Re M'HENRY.—C. A. No. 1, 18th June.

APPLICATION BY BANKRUPT—LOCUS STANDI—BANKRUPT IN CONTEMPT.

This was an appeal by the trustees of an undischarged bankrupt against an order, made by Mr. Registrar Hazlitt on the application of the bankrupt, directing the trustees to proceed with and either to reject or admit the proof of an alleged creditor for £400,000. The trustees were investigating the proof. The trustees appealed, and it was contended on their behalf that the bankrupt, being undischarged, had no interest in the matter, and had no *locus standi* to make the application.

Without deciding this point, THE COURT OF APPEAL (LORD ESHER, M.R., and LINDLEY AND LOPES, L.JJ.) took the objection that the bankrupt was in contempt by reason of his having disobeyed several orders of the court, and that on this ground the court ought not to hear any application made by him until he had cleared his contempt. It was urged on behalf of the bankrupt that, as he was not in contempt with regard to the matter actually before the court, there was no ground for refusing to hear him.

The Court allowed the appeal. LORD ESHER, M.R., said that the conduct of the bankrupt had been before this court on former occasions, and the court from its own knowledge expressed its view that he had been defying the orders of the court. The registrar who had cognizance of this bankruptcy confirmed this view. An opportunity had been given to the bankrupt of appearing and contesting these allegations. Several contempts were specified, and the bankrupt's counsel had only dealt with one case, and did not call the bankrupt to deny the allegations. His lordship was of opinion that the bankrupt was in contempt of the court in respect of several orders, and the registrar, therefore, ought not to have made the order now in question, and it must be set aside. LINDLEY, L.J., said that the registrar ought to have summarily dismissed the application, on the ground that the bankrupt had, within the knowledge of the court, defied every order of the court, and the court ought, out of self-respect, to refuse to make any order on his application until he had complied with the orders of the court. LOPES, L.J., said that the

registrar had reported that the bankrupt had systematically disobeyed the orders of the court, and the bankrupt, though he was present, was not called to deny the report made by the registrar. It must, therefore, be taken that he had systematically disobeyed the orders of the court, and on this ground the registrar ought not to have heard this motion until the bankrupt had purged his contempt.—COUNSEL, *Winslow, Q.C., and Sidney Woolf*; *R. Vaughan Williams and Hansell*. SOLICITORS, *Munn & Longdon*; *Barnett*.

Ex parte NORTON, *Re* MANSEL—C. A., No. 1, 17th June.

WITNESS—NON-ATTENDANCE—ADJOURNMENT—COSTS.

The trustee in this bankruptcy moved to expunge a proof tendered by N., which had been admitted by an oversight, and he served N. with a *subpoena duces tecum* to bring his books and accounts, and sent him £5 for his expenses. N. demanded a larger sum for his expenses, and, not having received the sum which he demanded, he did not appear at the time appointed for the hearing of the motion. At the request of the trustee the hearing was adjourned, and Mr. Registrar Hazlitt ordered N. to pay the costs of the adjournment.

THE COURT OF APPEAL (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) held that there was no jurisdiction to make such an order. Lord Esher, M.R., said that it was impossible to uphold the order. If the order was made on the ground of disobedience to the subpoena, the proper course would have been to call upon N. to shew cause why he should not be committed for contempt. And in the character of respondent to the motion N. could not be ordered to pay the costs of an adjournment which was ordered at the request of the trustee.—COUNSEL, *Cooper Willis, Q.C., and R. Vaughan Williams*; *Henry Kisch*. SOLICITORS, *Ellis, Munday, & Co.*; *Bayfus & Bayfus*.

Ex parte BOARD OF TRADE, *Re* STANTON—Q. B. Div., 9th and 13th June.

DISCHARGE—APPEAL BY BOARD OF TRADE—RIGHT OF APPEAL—BANKRUPTCY RULES, 1886, r. 237—ULTRA VIRES.

Rule 237 provides, with regard to the discharge of a bankrupt, that "an appeal to the Court of Appeal shall lie at the instance of the Board of Trade, and at the instance of the trustee (if any) from any order of the court made upon such an application." In the present case an unconditional discharge had been granted to the bankrupt by the judge of the Newcastle County Court, and the Board of Trade appealed from that decision on the ground that some penalty ought to have been imposed. A preliminary objection was, however, taken to the validity of rule 237. It was argued that under section 127 of the Bankruptcy Act, 1883, the general rules made must be "for carrying into effect the objects of this Act"; that by section 104 an appeal may only be brought "at the instance of any person aggrieved," and that the Board of Trade were not "aggrieved" by an order of discharge being granted.

THE COURT (MATHEW and CAVE, JJ.) overruled the objection. MATHEW, J., said that the point which the court had to determine was whether rule 237 had been shewn not to be a rule "for carrying into effect the objects of the Act." It was said that the statute confined the right of appeal to a "person aggrieved" and that the Board of Trade was not a "person aggrieved." Ought the court to put that narrow construction on the words? One of the chief objects of the Act was to impose on the trustee, where the court had overlooked something in a case of discharge, the duty of appealing for the purpose of setting it right. Rule 237 substituted the Board of Trade for the trustee. Instead of compelling the trustee to exercise his power, the Board of Trade could do it itself. The purpose of the rule was to forward the objects of the Act. CAVE, J., concurred.—COUNSEL, *E. Cooper Willis, Q.C.*; *The Attorney-General*; *Muir Mackenzie*. SOLICITORS, *Hopwood & Sons*; *The Solicitor to the Board of Trade*.

Ex parte TIDSWELL, *Re* TIDSWELL—Cave, J., 14th June.

BANKRUPTCY—LOAN BY WIFE TO HUSBAND OUT OF SEPARATE ESTATE—MONEY LENT FOR PRIVATE PURPOSES—RIGHT OF PROOF—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 3.

Section 3 of the Married Women's Property Act, 1882, provides that "Any money or other estate of the wife lent or intrusted by her to her husband for the purpose of any trade or business carried on by him, or otherwise, shall be treated as assets of her husband's estate in case of his bankruptcy, under reservation of the wife's claim to a dividend as a creditor for the amount or value of such money or other estate after, but not before, all claims of the other creditors of the husband for valuable consideration in money or money's worth have been satisfied." Between the years 1874 and 1877 the wife of the bankrupt lent to her husband sums amounting to over £900, of which £782 was still owing at the date of the bankruptcy. These moneys were lent by the wife to her husband for private purposes unconnected with his trade or business of a wholesale warehouseman and wine merchant. A proof tendered by the wife for this £782 was rejected by the trustee in the bankruptcy on the ground that under section 3 the claim of the wife to a dividend must be postponed until all the other creditors had been satisfied. The wife appealed.

CAVE, J., allowed the appeal. After referring to the other places in which the phrase "or otherwise" occurred in the Act, he said that in sections 1, 13, and 14, and on the first occasion of its use in section 17, the phrase appeared to be equivalent to "in a different manner." In sections 7 and 10 it seemed to mean "of a different character." On the second occasion of its use in section 17 it had the meaning of "for a different purpose." The contention of the trustee that the words in section 3 meant "for the purpose of a trade or business carried on by the

husband or for a different purpose" derived support from the fact that the draftsman had used the phrase with that signification at the end of section 17. On the other hand, on behalf of the wife, it might be urged that the construction "for the purpose of a trade or business carried on by the husband or in a different manner than by the husband" was more consonant with the usual meaning of the phrase, and was the meaning which the draftsman had himself adopted on seven other occasions in the Act. It was an obvious criticism that, if the draftsman had intended the meaning contended for by the trustee, it would have been simpler either to have said "lent for any purpose whatsoever" or to omit all reference to the purpose of the loan, but the same observation was applicable to the use of the words "disposing by will or otherwise" in the first clause of section 1, and to the phrase "either in contract or in tort or otherwise" in the second clause of that section. His lordship guessed rather than concluded that the draftsman meant to say "any money of the wife lent by her to her husband for the purpose of any trade or business carried on by him, whether alone or in partnership with others, and whether personally or by an agent," &c., and that he did not mean to say "for the purpose of any trade or business carried on by him or for any other purpose." When we got away from the language of the Act the atmosphere became somewhat clearer. Bovill's Act applied only to loans to traders, and was founded on the principle that he who shared in the profits of a trade or undertaking should also run some risk of loss, and should, at any rate, not be allowed to prove for his capital or profits in competition with the creditors who did not share in those profits. Similar considerations were applicable to a wife who lent money to her husband for the purposes of trade or business, for, whatever might be the terms as to interest, she must, under ordinary circumstances, share in the benefit arising from her husband's success. There were, however, no circumstances under which a man who lent another money for purposes other than those of trade or business was postponed to the claims of creditors, and no sufficient reason could be assigned why such a penalty should be imposed on a wife.—COUNSEL, *Herbert Reed*; *Muir Mackenzie*. SOLICITORS, *O. Harcourt*; *W. W. Aldridge*.

CASES AFFECTING SOLICITORS.

Re AARON WRAY—C. A. No. 2, 22nd June.

SOLICITOR—ATTACHMENT—DEFAULT IN PAYMENT OF MONEY—RECEIVING ORDER—JURISDICTION—DISCRETION—APPEAL—DEBTORS ACT, 1869, s. 4—BANKRUPTCY ACT, 1883, ss. 9, 10.

This was an appeal from the decision of North, J. (*ante*, p. 495), the question being whether an attachment ought to have been issued against a solicitor for his default in not paying a sum of money which he had been ordered to pay in his character of an officer of the court. Section 4 of the Debtors Act, 1869, excepts from the abolition of imprisonment for making default in the payment of a sum of money "default by a solicitor in payment of a sum of money when ordered to pay the same in his character of an officer of the court making the order." Section 9 of the Bankruptcy Act, 1883, provides that, after the making of a receiving order against a debtor, "except as directed by this Act, no creditor to whom a debtor is indebted in respect of any debt provable in bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt, or shall commence any action or other legal proceeding, unless with the leave of the court, and on such terms as the court may impose." And by sub-section 2 of section 10 "the court may at any time after the presentation of a bankruptcy petition, stay any action, execution, or other legal process against the property or person of the debtor, and any court in which proceedings are pending against a debtor may, on proof that a bankruptcy petition has been presented by or against the debtor, either stay the proceedings, or allow them to continue on such terms as it may think just." In the present case the solicitor had acted as solicitor to the trustees of a will, and had received from them some trust moneys for the purpose of investment. He did not invest them, but applied them improperly, and on the 7th of March, on the application of the surviving trustee and the residuary legatees, North, J., made an order that the solicitor should, on or before the 7th of April, pay the moneys in question, "being moneys in his hands and received by him as solicitor" for the trustees, to the surviving trustee. The order was served on the solicitor personally on the 22nd of March, but he failed to obey it. On the 27th of April a notice of motion, dated the 22nd of April, was served on the solicitor by the persons who had obtained the order of the 7th of March, asking that they might be at liberty to issue a writ of attachment against the solicitor for his contempt in not paying the money pursuant to the order. Meanwhile, on the 25th of April, a receiving order in bankruptcy had been made against the solicitor upon the petition of another creditor, but the applicants were ignorant of this fact until after they had served the notice of motion. North, J., held that, notwithstanding the receiving order, he had jurisdiction to allow the attachment to issue, because an attachment against a solicitor for the non-payment of money which he had been ordered to pay in that character was not a merely civil process for the recovery of the debt, but was in its nature "punitive or disciplinary." But, in the exercise of the discretion given to the court by section 10 of the Bankruptcy Act, he declined to allow the attachment to issue, on the ground that, by reason of the receiving order, no benefit could result to the applicants from the attachment, and the issue of it might embarrass the bankruptcy proceedings. But his lordship ordered the solicitor to pay the costs of the motion. On the hearing of the appeal it was admitted by the solicitor's counsel that the receiving order did not deprive the court of jurisdiction to issue the attachment; and on behalf of the appellants it was urged that the result

of the judgment of North, J., was this, that, though he held that the receiving order did not deprive the court of jurisdiction to issue the attachment, yet, whenever there was a receiving order in existence, the court must decline to issue it. The decision was inconsistent with itself, and there had really been no exercise of discretion.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.J.J.) dismissed the appeal without hearing the respondent's counsel. COTTON, L.J., said that, if the judge had held that the existence of the receiving order had deprived him of jurisdiction, or that on some other ground there was no case for sending the solicitor to prison, the court would have entertained the appeal. But the judge, assuming that he had jurisdiction, had said that, taking into consideration all the circumstances of the case and the fact that a receiving order had been made, the issue of an attachment would produce no good result, and that, in the exercise of his discretion, he would decline to allow it to be issued. His lordship would give no opinion as to what he should himself have done, but he thought it would be wrong for the Court of Appeal to interfere. It was like a case in which, upon a motion to commit a person for contempt, the judge, in the exercise of his discretion, declined to make an order of committal, but ordered the respondent to pay the costs of the motion. In such a case it would, as a general rule, be wrong for the Court of Appeal to interfere. He would not say that the court would not interfere in a very gross case. But in the present case he thought it would be wrong for the Court of Appeal to interfere by imposing on the solicitor a heavier penalty than the judge had thought fit to inflict. BOWEN and FRY, L.J.J., concurred. THE COURT ordered the costs of the appeal to be set off against the costs which the solicitor had been ordered to pay in the court below.—COUNSEL, Warrington; Bunting. SOLICITORS, Collyer-Bristow & Co.; Hickin & Fox.

Re CURTIS & BETTS—C. A. No. 2, 22nd June.

SOLICITOR—COSTS—TAXATION—DEATH OF SOLICITOR AFTER ORDER TO TAX—APPOINTMENT OF PERSON TO REPRESENT ESTATE—R. S. C. 1883, XVI., 46.

Two solicitors, C. and B., having carried on business in partnership, and C. being dead, an order for the taxation of costs was, on the application of a client of the firm, made on the 22nd of January against B. and the executors of C. A summons was afterwards taken out by C.'s executors to stay all proceedings under the order until a legal personal representative should be appointed to B. It was alleged that B. was dead. His death was not strictly proved, but an English newspaper, published at Buenos Ayres, where he was living, was produced, and it contained a statement that B. had died on the 21st of January, the day before the order was made. Kay, J., refused to stay the proceedings, but he appointed the executors of C. to represent the estate of B. for the purposes of the taxation. C.'s executors objected to be appointed to represent B.'s estate, and they appealed from the order.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.J.J.) held that an order staying the proceedings ought to have been made, and they discharged the order of Kay, J., and stayed the proceedings until further order, with liberty to apply. COTTON, L.J., said that there had been a series of blunders. Under the Solicitors Act an order for taxation could only be made against B., the surviving partner. The representatives of the deceased partner were willing to be present on the taxation against B., the supposed survivor, but the order was made in a wrong form. The object was that the representatives of C. should be present, that they might see that the taxation was properly conducted. The order ought to have directed a taxation only as against B., and liberty should have been given to C.'s representatives to attend on the taxation, upon their undertaking to be bound by it. It was afterwards alleged that B. was dead. If he was dead at the date of the order, the order was a nullity. But, if he died afterwards, an order ought to have been made to stay the proceedings, he being the only person against whom the taxation could proceed. The judge was probably misled by the form of the order which directed a taxation against the representatives of C. It was a mistake to appoint them to represent B.'s estate. It was wrong under rule 46 of order 16 to appoint anyone but the real personal representative to represent the estate of the person who alone was legally liable; moreover, it was wrong to appoint persons to represent the estate who were unwilling to be appointed. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Dunham; Eastwick. SOLICITORS, J. J. Chapman; Wright & Pilley.

SOLICITOR STRUCK OFF THE ROLLS.

20th June—CHARLES DILLON WATSON.

COUNTY COURT PRACTICE.

Ex parte WATKINSON, Re WILSON—Q. B. Div., 9th June.

BANKRUPTCY—VIVA VOCE EVIDENCE—PRACTICE IN COUNTY COURT.

In this case a question arose as to how far the practice in the county courts was affected by the decision given in the case of *Ex parte Kearley & Co., Re Genes* (34 W. R. 474, 17 Q. B. D. 1), by which it was held that an application to be allowed to give *viva voce* evidence ought to be made beforehand, and not at the same time with the motion upon the hearing of which it is desired to use such evidence. The case was an appeal from the Bradford County Court, and turned upon a question of fact whether a certain agreement was a demise of a shed with steam power, or whether the steam formed the subject of a separate contract.

THE COURT (MATHWU and CAVE, JJ.) dismissed the appeal, holding that there was one agreement for steam and power, but in the course of his

judgment CAVE, J., said that it was necessary he should say one word with regard to what had occurred in the county court. The application in the county court was supported by an affidavit of the landlord, in answer to which there was an affidavit of the bankrupt. That being so, the landlord asked leave to adduce *viva voce* evidence, but the trustee in the bankruptcy objected on the ground that there was a decision of his lordship's (*Ex parte Kearley & Co., Re Genes*) in which he had held that such an application ought to be made beforehand, and not upon the hearing of the motion. His lordship wished to say at once that that decision was not intended to affect the course of business in the county courts. The practice was convenient in the High Court, where he was sitting continuously, and where application could be made to him at any time. That was not so in a county court. Of course, if parties were taken by surprise, the county court judge would exercise his discretion and act as he thought fit. But the decision given was not intended to apply to courts other than the High Court, and the county court judge was quite right in the present case to allow the *viva voce* evidence to be heard.—COUNSEL, West; Forbes, Q.C., and Longstaffe. SOLICITORS, Berry, Robinson, & Scott; Coulson, Dickson, & Coulson.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Friday, the 17th inst., Mr. Sidney Smith in the chair. The other directors present were Messrs. H. Morten Cotton, Edwin Hedger, J. H. Kays, R. Pidcock (Woolwich), J. Anderson Rose, Frederic T. Woolbert, and J. T. Scott (Secretary). A sum of £255 was distributed in grants of relief. Thirteen new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Wednesday called to the bar :—

LINCOLN'S INN.—Jehangeer Dosabhooy Framjee, Elphinstone College, Bombay; Richard Cotton Walker Hill, University of Ireland; Henry Smith, M.D., London; William Awdry Peck, B.A., Oxford; Richard Watson, LL.B., London; John Southall, B.A., Cambridge; Arthur Richmond Atkinson, Corpus Christi College, Oxford; and Robert Abraham Swan, Her Majesty's Stipendiary Magistrate, British Guiana.

INNER TEMPLE.—Henry Medlicott Rumball, London; Arthur Lionel Baxter, B.A., Oxford; Donald Guise Larnach, B.A., Oxford; John Roger Rush Godfrey, M.A., Oxford; Frank Rhodes, B.A., Oxford; George John Talbot, M.A., Oxford; John Randal Orred, B.A., Oxford; William Laurence Bradbury, LL.B., Cambridge; Thomas Robinson Grey, B.A., Oxford; Frederick Theodore MacDonnell, M.A., Cambridge; Ernest William Ormond, B.A., Oxford (holder of a scholarship in equity, awarded July, 1886); Reginald James Neville Neville, B.A., Cambridge; Myles Patterson, B.A., Cambridge; Edward Alfred Goulding, B.A., Cambridge; Douglas William Owen, Henry Colquhoun Hayter, B.A., Oxford; Charles Edward Seth Smith; Herbert George Ward; Henry St. John Digby Raikes, B.A., Cambridge; Ralph Sliff Simey, B.A., Cambridge; Hugh Robert Eardley Childers, B.A., Cambridge; William Bartlett Duffield, B.A., Cambridge; Pridham Henry Pridham Wippell, B.A., LL.M.; Thomas Charles Bruce Mackintosh Walker, B.A., LL.B., Cambridge; John Arthur Penfold Wyatt, M.A., Cambridge; William Hartshorne Shorthose, Oxford; John Ritchie, M.A., Edinburgh; Arthur Godfrey Roby, B.A., Cambridge; Henry Sandbach, B.A., Oxford; and William Arthur Callender à Beckett.

MIDDLE TEMPLE.—James Stuart Seaton, M.A., B.O.L., Pembroke College, Oxford, Vinerian Scholar, 1886, Inns of Court Studentship in Roman Law of 100 guineas, First Class, 100 guineas, Middle Temple Real and Personal Property Law Scholar, First Class, 50 guineas, Common Law Scholar, First Class, 60 guineas, International Law Scholar; Mark Louis; Thomas Deason Munns, Emmanuel College, Cambridge; Henry Finnis Bloese Lynch, B.A., Trinity College, Cambridge, First Class Classical Tripos; Stephen Thomas Banning, Lieutenant Royal Munster Fusiliers; John Harvey Murphy, Trinity Hall, Cambridge; William Frodsham Lund, B.A., St. John's College, Cambridge; Frederick Augustus Le Mesurier, Lieutenant-Colonel Royal Engineers, Colonel in the Army; Charles Major; Francis Thomas Bradshaw, B.A., Wadham College, Oxford; Robert James Drake, B.A., LL.B., University of Dublin; John Melvin Paterson, First Class, 100 guineas, Middle Temple Equity Scholar, B.A., LL.B., Trinity Hall, Cambridge; Robert Ernest Moore, B.A., LL.B., Trinity College, Cambridge; H. W. Boscawen Wright, B.A., Merton College, Oxford; Henry Savage Sharpe Elwin; Wyndham Yates Peel, B.A., Cambridge University; Edward Symons; William Thomas Mitchell, M.A.; Charles Sharp; James Wilson-Holden; M. A. Santley; Charles Ormond Hazell, London University; Hubert Sydney; George Barrow Doo; Reginald Kemp; Duncan Macrae Hutson; Patrick Dargan; Joseph Eugene Serrett, University of London; Sylvain Mayor, B.A., London University, Ph.D. Heidelberg; Robert Garraway Rice; John Robert M'Ilraith, M.A., LL.B., Glasgow University, 20 guineas International Law Middle Temple Scholar, 60 guineas Middle Temple Real and Personal Property Law Scholar, £10 Roman Law Lecture Prize, 100

guineas Middle Temple International and Constitutional Law Scholar, £25 Roman Law Lecture Prize; John E. Piper, LL.B., London University; Michael Stewart Johnstone Macmorran, London University; Henry Montague Lawrie, Balliol College, Oxford; Nai Pleng, Nanda Utayan College, Bangkok, Siam; Lala Roshan Lal; Harold Catmur Brushfield; Mounk Kyaw, 100 guineas Middle Temple Common Law Scholar, and of Calcutta and Oxford Universities; Sardar Krishna Singh Kapur.

GRAY'S INN.—John Joseph Hayden, Trinity College, Dublin; Arthur Edwin Preston, undergraduate of the University of London.

LEGAL NEWS.

OBITUARY.

Mr. GEORGE CHARLES CHERRY, barrister, died at his residence, Denford House, near Hungerford on the 12th inst. Mr. Cherry was the eldest son of Mr. George Henry Cherry, of Denford House, and was born in 1822. He was educated at Harrow and at Christ Church, Oxford, where he graduated second class in Classics in 1844. He was called to the bar at the Inner Temple in Easter Term, 1848, and he formerly practised on the Oxford Circuit. Mr. Cherry was a magistrate and deputy-lieutenant for Berkshire. He was High Sheriff of that county in 1871, and he was deputy-chairman of the Berkshire Quarter Sessions from 1864 till 1885, when he was elected chairman of the court. He was also for many years chairman of the Hungerford Board of Guardians. Mr. Cherry was unmarried. He was buried at Denford on the 17th inst.

Mr. FINLAY KNIGHT, one of the registrars in bankruptcy, died a few days ago. Mr. Registrar Knight was the third son of Mr. Charles Knight, of Brighton, and was born in 1823. He was admitted a solicitor about the year 1847, and he practised for several years at Birmingham. He afterwards entered at the Middle Temple, where he was called to the bar in Hilary Term, 1870. He restricted himself to bankruptcy practice, and he had for over fifteen years a large business. In 1885 Lord Halsbury appointed him a registrar in bankruptcy.

APPOINTMENTS.

Sir HENRY WATSON PARKER, President of the Incorporated Law Society, who has received the honour of Knighthood, is a Yorkshireman by birth. He came to London early in life, and, after being articled to the late Mr. Robert Few, was admitted a solicitor in Michaelmas Term, 1853. A few years later he joined the then firm of Ellis & Clark, now represented by the firm of Parker, Garrett, & Parker. In 1873 he was elected a member of the Council of the Incorporated Law Society. He is a member of the Royal Commission on Loss of Lives at Sea.

Mr. CHARLES REGINALD HOFFMEISTER, Attorney-General of British Honduras, has been appointed to officiate as Chief Justice of that colony. Mr. Hoffmeister is the third son of Dr. William Carter Hoffmeister, of West Cowes, and was born in 1856. He was educated at Caius College, Cambridge. He was called to the bar at Lincoln's-inn in May, 1878, and he formerly practised on the Western Circuit. He was appointed Attorney-General of British Honduras in 1885.

Mr. FREDERICK HARDYMAN PARKER, barrister, has been appointed to officiate as Attorney-General of the Colony of British Honduras. Mr. Parker is the only son of Mr. William Alexander Parker, formerly Chief Justice of British Honduras. He was called to the bar at the Middle Temple in June, 1880, and he has been registrar of the Supreme Court of the Colony of British Honduras.

Mr. JAMES RUSSELL, Judge of the Supreme Court at Hong Kong, has been appointed to officiate as Chief Justice of that Colony. Mr. Justice Russell is the third son of Mr. John Russell, of Broughshane, Antrim. He is an LL.B. of the Queen's University in Ireland, and he was called to the bar at Lincoln's-inn in Easter Term, 1874. He was coroner of Hong Kong from 1874 till 1879, when he became colonial secretary and superintendent-registrar. He was appointed a puisne judge in 1884.

Mr. WILLIAM JOHN SADD, solicitor, of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN WATSON STOCKER, solicitor, of 152, Fenchurch-street and of Lee, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Sir GEORGE WILLIAM DES VŒUX, barrister, K.C.M.G., has been appointed Governor of the Colony of Hong Kong. Sir G. Des Vœux is the 5th son of Sir Charles Des Vœux, Bart., and was born in 1834. He was educated at the Charterhouse and at Balliol College, Oxford, and he was called to the bar in Upper Canada in 1861. He was for several years a stipendiary magistrate in British Guiana, and he became Governor of the Bahamas in 1880, Governor of Fiji in 1881, and Governor of Newfoundland in 1886. He was created a Companion of the Order of St. Michael and St. George in 1877, and a Knight Commander of the same order in 1883.

Mr. JOSEPH UNDERHILL, Q.C., has been appointed Recorder of the Borough of Newcastle-under-Lyme, in succession to Mr. Thomas Clement Sneyd Kynnersley, resigned. Mr. Underhill is the son of Mr. George Lees Underhill, of Wolverhampton. He was called to the bar at the Middle Temple in Hilary Term, 1862, and he practises on the Oxford Circuit. He became a Queen's Counsel in 1880, and he is a bencher of the Middle Temple.

Mr. HENRY FOX BRISTOWE, Q.C., Vice-Chancellor of the County Palatine of Lancaster, has received the honour of Knighthood. Vice-Chancellor Bristowe is the second son of Mr. Samuel Ellis Bristowe, of Beeston, Nottinghamshire, and was born in 1824. He was called to the bar at the Middle Temple in Trinity Term, 1847. He became a Queen's Counsel in 1869, and he was for several years a leader in the court of Vice-Chancellor Malins. He was appointed Vice-Chancellor of the County Palatine of Lancaster in 1881. Sir H. Bristowe is a bencher of the Middle Temple, of which society he was treasurer in 1885.

Mr. HUGH OWEN, barrister, secretary to the Local Government Board, has been created a Civil Knight Commander of the Order of the Bath. Sir H. Owen is the eldest son of Sir Hugh Owen, and he was called to the bar at the Middle Temple in Trinity Term, 1862, and he became an assistant secretary to the Local Government Board in 1876, and secretary to the board in 1883.

Mr. SIDNEY GODOLPHIN ALEXANDER SHIPPARD, D.C.L., has been created a Knight Commander of the Order of St. Michael and St. George. Sir S. Shippard is the eldest son of Captain William Shippard, and was born in 1838. He is a D.C.L. of Hertford College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1867. He was Attorney-General of Griqualand West from 1876 till 1882, when he was appointed a puisne judge of the Supreme Court of the Cape Colony.

Mr. WILLIAM JOHN FARRER, solicitor, of 66, Lincoln's-inn-fields, has received the honour of Knighthood. Sir W. Farrer is the son of Mr. Thomas Farrer, and brother of Sir Thomas Henry Farrer, Bart. He was admitted a solicitor in 1849, and he is in partnership with his younger brother, Mr. Frederick Willis Farrer. Sir W. Farrer is high bailiff of the city of Westminster, solicitor to the Grenadier Guards, and a director of the Law Life and Law Fire Insurance Society.

Mr. H. P. JONES, solicitor, of 29, Booth-street, Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GODFREY LUSHINGTON, Permanent Under-Secretary of State for the Home Department, has been created a Civil Companion of the Order of the Bath. Mr. Lushington is the fifth son of the Right Hon. Stephen Lushington, Dean of the Arches and judge of the Court of Admiralty, and was born in 1832. He was educated at Rugby and at Balliol College, Oxford, where he graduated first class in Classics in 1854, and he was afterwards elected a Fellow of All Souls College. He was called to the bar at the Inner Temple in Hilary Term, 1858, and he formerly practised in the Court of Chancery. Mr. Lushington was secretary to the Law Digest Commission, and he became counsel to the Home Office in 1869, Assistant Under-Secretary of State in 1876, and Permanent Under-Secretary in 1885.

Mr. HENRY LONGLEY, barrister, has been created a Civil Companion of the Order of the Bath. Mr. Longley is the eldest son of the late Most Reverend Charles Thomas Longley, D.D., Archbishop of Canterbury, and was born in 1834. He was educated at Eton and at Christ Church, Oxford, where he graduated second class in Classics in 1856. He was called to the bar at Lincoln's-inn in Easter Term, 1860, and he formerly practised on the Northern Circuit. Mr. Longley was a Local Government Board Inspector from 1871 till 1874, and he became a Commissioner of Charities in 1874, and Chief Commissioner of Charities in 1885.

The Hon. SLINGSBY BETHELL, barrister, Reading Clerk in the House of Lords, has been created a Civil Companion of the Order of the Bath. Mr. Bethell is the second son of the first Lord Westbury, and was born in 1831. He was educated at University College, Oxford. He was called to the bar at the Middle Temple in Michaelmas Term, 1857, and he formerly practised in the Court of Chancery. He was registrar of the Exeter Court of Bankruptcy from 1861 till 1865, when he was appointed Reading Clerk and Clerk of Committees in the House of Lords.

Mr. CHARLES DALRYMPLE, barrister, M.P., has been created a Baronet. Sir C. Dalrymple is the second son of Sir Charles Dalrymple Fergusson, Bart. He was born in 1839, and he assumed the name of Dalrymple by royal licence. He was educated at Harrow, and at Trinity College, Cambridge, where he graduated in the third class of the Classical Tripos in 1862. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1865, and he formerly practised on the Northern Circuit. Sir C. Dalrymple was M.P. for Butehire in the Conservative interest from 1868 till 1885, and he has sat for Ipswich since April, 1886. He was a Lord of the Treasury from July, 1885, till January, 1886.

Mr. WILLIAM ROSE PARROTT, solicitor, of Stony Stratford, has been appointed Clerk to the Pottersbury Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Parrott was admitted a solicitor in 1870.

LORD BRAMWELL has received the Honorary Degree of LL.D. from the University of Dublin.

PARTNERSHIPS DISSOLVED.

ARTHUR NEWTON and FRANK PALMER, solicitors (Arthur Newton & Palmer), 24, Great Marlborough-street, Regent-street, London. May 31. The said Arthur Newton will carry on the said business at No. 24, Great Marlborough-street. [Gazette, June 17.]

GENERAL.

We are glad to learn that Mr. W. Melmoth Walters, of New-square, Lincoln's-inn, who recently met with an accident while riding, is going on favourably.

We understand that Mr. Williamson, the secretary to the Incorporated Law Society, started on a voyage to the Cape on Wednesday last. It is hoped that he will derive great benefit from the change, which he needed and certainly well deserves after the labours thrown upon him in connection with the Jubilee entertainments.

On the 16th inst. Grand Night of Trinity Term was celebrated at Gray's-inn by a dinner in the old hall. The Duke of Connaught, the treasurer of the inn, presided, and among those present were the Marquis of Salisbury, the Archbishop of Canterbury, Lord Herschell, the Lord Chief Justice, Lord Macnaghten, Lord Bramwell, Lord Cross, Lord Romilly, the French Ambassador, the United States Minister, Cardinal Manning, and Lord Alcester.

"I do not expect you to believe it," says a correspondent, "but it is nevertheless the fact, that Mr. Justice Kay has signalized this Jubilee week by cracking a joke in court, or, at least, has uttered something which is considered to have been intended as a joke. In an action for the infringement of a patent for a spring mattress a model of a four-post bedstead of the old pattern was produced. The learned judge, addressing counsel, said, 'That bedstead is not new; Adam slept on one like that, or, at least, Noah did.'"

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		MR. JUSTICE	
Date.	No. 1.	No. 2.	KAY.
Mon., June 27	Mr. Ward	Mr. King	Mr. Pemberton
Tuesday ... 28	King	Ward	Koe
Wednesday 29	Cloves	King	Jackson
Thursday ... 30	Pemberton	Ward	Koe
Frid., July 1	Koe	King	Jackson
Saturday ... 2	Jackson	Ward	Koe
MR. JUSTICE NORTH.			
Monday, June ... 27	Mr. Beal	Mr. Leach	Mr. Carrington
Tuesday ... 28	Pugh	Godfrey	Lavie
Wednesday ... 29	Beal	Leach	Carrington
Thursday ... 30	Pugh	Godfrey	Lavie
Friday, July ... 1	Beal	Leach	Carrington
Saturday ... 2	Pugh	Godfrey	Lavie

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

List of actions transferred by order, dated the 14th day of June, 1887, to Mr. Justice Kekewich, arranged in the order in which they will be heard.

A G Kurtz & Co v Peter Spence & Sons	1886	K	1,824	July 27
Pashley v Chapman	1885	P	3,104	Aug 7
Price v Simmons	1885	L	598	Nov 18
In re Mortgage, dated 13 Dec, 1883, Malcolm, Trading, & Co, v Trsts of Ross Cresswell, Bankrupt	1886	C	1,120	Nov 22
Richard James, Suppliant, v The Queen by Petition of Right	1885	J	1,046	Dec 10
Brinton v Howlett, Howlett v Brinton	1886	B	1,968	Dec 16
In re Gaulard & Gibbs' Patent (4,362), Petition of S Z de Perranti	4,362			Jan 11
Elwyn v Baldock	1886	E	1,300	Jan 24
In re Paine, Paine v Paine, Paine v Paine	1886	P	1,122	Jan 26
Birmingham, Dudley, & Co, Banking Co, ld, v Ross, jun	1886	B	3,791	Jan 26
Albo-Carbon Light Co, ld, v J Kidd & Co	1886	A	859	Jan 29
Taylor v Salmon	1886	T	1,393	Jan 31
Eves v Eves	1886	E	3,971	Feb 1
Sanitas Co, ld, v Condy (trading, & Co)	1886	S	4,830	Feb 4
Morrice v Lee	1886	M	1,188	Feb 5
Cleaver v Bacon	1886	C	4,391	Feb 8
Foster v Clifton, Clifton v Foster	1886	F	1,885	Feb 8
Goswell v Bishop	1886	G	1,265	Feb 8
Frapwell v Dennis	1886	F	943	Feb 8
Musket v Poole	1885	M	78	Feb 9
Brooks & Co v Powell, Foley, & Co	1886	B	1,440	Feb 10
Sanguinetti v Gant	1886	S	4,117	Feb 14
Cave v Harris, Harris v Cave	1886	C	2,486	Feb 14
Woodgate v Walker	1884	W	2,939	Feb 15
Brodbeck v Strickland	1886	B	4,670	Feb 15
Cory v Roach	1886	C	1,471	Feb 17
Alexander v Smith	1886	A	1,316	Feb 17
Henderson v Gas Appliances Co, ld	1886	H	1,232	Feb 18
Myatt v Evelyn	1886	M	2,498	Feb 19
Moore v Tylee	1886	M	1,497	Feb 19
Wier v Lansard	1886	W	3,618	Feb 22
Union Bank of London v Munster	1886	U	668	Feb 23
Maybury v Williams	1886	M	1,733	Feb 23
Stevens v Davis	1886	S	3,058	Feb 24
Strutt v Samworth	1886	S	3,401	Feb 24
Cane v Hind	1886	C	4,561	Feb 25
Crookes v Rao	1882	C	2,569	Feb 25
Glanville v Heather	1887	G	2,106	Feb 25

London, Edinburgh, & Co, Assoc. Co, ld v Horne	1885	L	2,863	Feb 25
Poole v Pickering	1886	P	2,832	Feb 26
In re Ayres, dec., Wright v Ayres	1886	A	886	Feb 26
Siddell v Vickers, Son, & Co	1886	S	3,299	Feb 26
In re Orsmond, Drury v Orsmond	1886	O	357	Feb 28
O'Brien v Mansell	1886	O	274	Feb 28
Coote v Ingram	1886	C	4,901	Mar 1
Waring v Scotland	1886	W	3,043	Mar 1
Morewood v Smith	1886	M	430	Mar 1
Wickham v Greenway	1886	W	3,308	Mar 2
Wickham v Sandeman	1886	W	3,307	Mar 2
Brodrick v Blackwood & Co	1886	B	5,265	Mar 2
Smith v Grenfell	1886	S	5,075	Mar 2
Harvey v Corpe & anr	1885	H	2,123	Mar 3
Nicolo v Royal Aquarium, & Co. Society	1886	N	1,677	Mar 3
In re Brown, dec, Brown v Brown	1886	B	4,291	Mar 3
Share v Parkes	1886	S	3,944	Mar 3
Winn v Aldred	1886	W	2,649	Mar 4
Davies v Davies	1885	D	1,938	Mar 4
Shufflebotham v Bevington	1886	S	469	Mar 4
Flick v Haggard	1887	F	1	Mar 4
Greenway v Sharp	1886	G	41	Mar 7
Schadler v Atkins	1886	S	3,973	Mar 7
Stuart v Wright	1886	S	3,052	Mar 8
Stanford v Hassall	1886	S	617	Mar 8
Bancroft v Foster	1886	B	4,103	Mar 9
Bancroft v Baker	1886	B	4,027	Mar 9
Furber v Best	1886	F	1,123	Dec 14

Best v Furber	1886	B	3,519	Mar 10
In re Shortbridge & re Broughton, Salmon v Wallis	1886	S	77	Mar 10
Andrade v Arbib	1886	A	749	Mar 11
Hawkins v Barron	1886	A	904	Mar 12
Raffalovich & Co v Imperial Bank, ld	1883	R	98	Mar 12
In re J Maggs, dec, Maggs v Kneec	1886	M	1,987	Mar 12
Crampton v Swete & Maine	1886	C	4,085	Mar 12
Cordingley v The Alliance Soc	1886	C	1,185	Mar 14
In re J Miller, Miller v Leach	1886	M	3,111	Mar 15
Morewood & Co, ld v Dunn & ors	1886	M	64	Mar 16
Dovaston v Lloyd	1886	D	2,252	Mar 17
Stockton & Middlesborough Water Bd v Tee Bridge Iron Co	1884	S	4,971	Mar 17
In re Lister, Hill v Tate	1886	L	2,165	Mar 17
Hancock v Moore, Moore v Hancock	1884	H	3,848	Mar 18
Weaver v Sanitary Engineering, & Co	1886	W	3,653	Mar 19
Weaver v Jas Stiff & Sons	1886	W	3,652	Mar 19
In re Kearsley, dec, Knearsborough & Clare Banking Co v Kearsley	1886	K	703	Mar 22
Capel & Co v Sims Ships Compositions Co, ld	1886	C	2,414	Mar 22
Peden v Tolputt	1886	P	2,755	Mar 22
Warburg v Harris	1886	W	3,672	Mar 24
Woolf v Stafford	1885	W	2,029	Mar 24
Cox v Pardon & Sons	1886	C	5,040	Mar 24
Lockyer v Lush	1886	L	3,003	Mar 26
In re Crossley, Fenton v Rimmington	1886	C	4,504	Mar 26
Bodger v Lewis	1886	B	2,896	Mar 28
Salaman v Ingle	1887	S	409	Mar 28
Stedman v Williams	1886	S	3,916	Mar 31
Boston Deep Sea Fishing & Ice Co, ld v Ansell	1886	B	4,746	Mar 31
Powell, exor v Davies	1886	P	2,889	April 1
Heaketh v Holland	1886	H	3,024	April 5
In re Infield, Infield v Martin	1887	I	18	April 5
Prior v Edwards	1886	P	1,917	(Cambridge D Reg) April 6
Craven Bank, ld v Preston	1886	C	149	April 13
Sharp v Wilmot	1886	S	1,625	April 18

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

(Continued from p. 551.)

TRINITY SITTINGS, 1887.

New Trial Paper.

For Argument.

Set down 3rd March	Liverpool	Shepherd v Wright	Mr Kennedy Justice
A L Smith			
Set down 4th March	Leeds	Atkinson v Midland Ry Co	Mr Lockwood Justice
Cave			
Set down 7th March	Middlesex	Rawley v Lond Gen Omnibus Co ld	Mr Cook Justice Field
Set down 8th March	Middlesex	Byatt v Gooch & anr	Mr Finlay Justice
Grove			
Set down 8th March	Hawes	Met Ry Co	Solicitor-General Justice Field
Set down 8th March	Middlesex	Corpn of Trinity House v Thompson & ors	General Justice Field
General Steam Navigation Co		Sir W Phillimore for deft Co	Justice Field
Set down 9th March	Birmingham	Riordan v Curtis & ors	Mr Graham Justice
Grantham			
Set down 11th March	Middlesex	Reynolds v Bailward	Mr. Willey Wright Justice Field
Set down 12th March	Middlesex	Ingham v Lord Lonsdale & anr	Mr Murphy Justice Field
Set down 12th March	Middlesex	Lamb v Munster	Mr Waddy Justice Grove
Set down 14th March	Carnarvon	Griffith v Abernethy & Sons	Mr Marshall for defts A J McIntyre, QC, Commr

Set down 14th March Birmingham Ashton v Birmingham Central Trams Co & anr Mr Underhill for deft Lane Justice Grantham
 Set down 15th March Middlesex Merivale & anr v Carson Mr Cook Justice Field
 Set down 15th March Reading Burt v Blackburn & ors Mr Jelf Justice Manisty
 Set down 16th March Middlesex Leslie v Emmott Mr T R Kemp Justice Hawkins
 Set down 17th March Carnarvon Griffith v Abercrombiedaw Slate Quarry Co, Id Mr C Higgins for plt A J McIntyre, Esq, QC, Commr
 Set down 21st March Middlesex Thompson v Robinson Mr Hopkins Baron Pollock
 Set down 22nd March Middlesex Hawkes v Farmer Mr Cook Justice Grove
 Set down 24th March Middlesex Wise v Hoborn & anr Mr Cooper Wyld for dft Hemsworth Justice Hawkins
 Set down 24th March Middlesex Jacobs v Evelyn & ors Plt in person Justice Hawkins
 Set down 25th March Middlesex Wise v Hoborn & anr Mr Overend for dft Hoborn Justice Hawkins
 Set down 28th March Middlesex Steer v The St James's Residential Chambers Co, Id Mr T R Kemp Justice Field
 Set down 31st March Middlesex Patrick v Meredith Mr T Terrell Justice Denman
 Set down 31st March Middlesex Creepigny v Orrie Mr T R Kemp Baron Pollock
 Set down 2nd April Middlesex Hanbury & ors v Brocca Mr Lockwood Justice Denman
 Set down 2nd April Middlesex Harcourt v Riviere Plt in person Baron Pollock
 Set down 4th April Middlesex Simmons v Labouchere Mr D Seymour Justice Denman
 Set down 5th April Middlesex Dutch v Scargill Mr T R Kemp Baron Pollock
 Set down 7th April Middlesex Connell v London & Westminster Loan & Discount Co, Id & anr Mr Jelf Justice Denman
 Set down 27th April Middlesex Hobbs v Graefe Mr Walton Justice Denman
 Set down 28th April Middlesex Colbourn v Kersley & ors Mr Robson for dft Towersey Justice Stephen
 Set down 28th April Middlesex Smith v Consolidated Credit and Mortgage Corp., Id Mr Davis Justice Denman
 Set down 29th April Middlesex Clarke v Great Eastern Ry Co Mr Murphy Justice Wills
 Set down 2nd May Middlesex Colbourn v Kersley & ors Mr Lyon for dft Kersley Justice Stephen
 Set down 2nd May Middlesex Weldon v Budd & anr Plt in person Justice Denman
 Set down 6th May Middlesex Gas Light & Coke Co v Vestry of St George, Hanover sq Mr Littler Justice Grove
 Set down 6th May Middlesex Eaton v Lake Mr Fillan for plt Justice Grantham
 Set down 7th May Middlesex Shaw, Saville, & Albion Co, Id v Bell Coleman Mechanical Refrigerating Co, Id Attorney Gen for plt L C J of England
 Set down 11th May Middlesex Stone v Chapman & anr Mr Clay Justice Stephen
 Set down 12th May Middlesex Eaton v Lake Mr J L Walton for dft Justice Grantham
 Set down 16th May Middlesex Walton v Perry Mr J Davis Justice Stephen
 Set down 16th May Middlesex Shaw, Saville, & Albion Co, Id v Bell Coleman Mechanical Refrigerating Co, Id Sir H James for dfts L C J of England
 Set down 17th May Middlesex Brook v Self-Acting Sewing Machine Co Id & ors Mr Horne Payne for dft McKay Justice Grove
 Set down 17th May Middlesex Same v Same Mr T R Kemp for dft Parkhouse Justice Grove
 Set down 18th May Middlesex Duncan & Co v Hutton Mr Bigham Justice Wills m f j to be argued with this motion
 Set down 19th May Middlesex Gurney & Co v Stroud Mr Hewitt Justice Cave
 Set down 19th May Liverpool Cunliffe v L & N W Ry Co Mr McCall Justice Day
 Set down 20th May Leeds Jowett & anr v Local Board for District of Idle in County of York Mr Forbes Justice Manisty
 Set down 24th May Manchester Pingstone v Caminada Mr Addison Justice Day
 Set down 27th May Middlesex Mahagan v Proprietors of Hay's Wharf Mr Rentoul Justice Grantham
 Set down 28th May Middlesex Willcombe v Chesterton Coal & Iron Co Id Mr Crump Baron Pollock
 Set down 1st June Middlesex Rayden v Carter Mr Vennell Baron Pollock

OPPOSED MOTIONS.
 For Argument.

In re F H H Samuel, one, &c, Expte Deeks & Co
 Corbin v Humphrey & ors
 Weldon v Weldon & anr
 Davis v Terry (Copper & anr clmts)
 Newport (Monmouth) Slipway, &c Co v Godfrey (see No. 83)
 Jacobs & Co v Mitchener & anr
 In re a Solicitor, Expte Incorporated Law Society
 Thomas v Bainbridge & ors
 Roberts v New
 In re Taxation of Costs, In re Kime & anr
 Lang v Dotterill
 8 hletter v Hughes & ors
 Kekholme & ors v Piggett
 Morse v United Horse Shoes & Nail Co Id
 Newport (Monmouth) Slipway, &c Co v Godfrey (to be argued with No. 73)
 Smith v Freedman
 In re Arbitration between Hannah & Eddington
 Havard v Mason (Johnson, 3rd party)
 In re Whitaker, dec, Jones v Leigh
 Graves & Co v Buchanan
 In re Arbitration between Jones & Davies & anr
 Meisenbach Co Id v Carter (Wilson & ors clmts)

Ballantyne & Co v Carter (Wilson & ors clmts)
 In re Arbitration between Jackson & Jackson
 Lee (trading, &c) v Horham & Co
 Dufresne & ors v Richards & ors
 Atkinson v Young & anr, Young v Atkinson
 Lotings v John Rose & Co
 In re a Solicitor, Expte Jennings (urgent)
 Collin v Sant
 Hedley v Grey
 Weldon v De Batho
 Crowe v Thywissen
 Capsey v Everett
 Binn-y & Co v Clegg & Co
 Exchange Telegraph Co, Id v Maitland
 Le Fleming v Jay Jay v Le Fleming
 In re a Solicitor Expte Incorporated Law Soc
 English, Scottish & Australian Chartered Bank Benjamin & Co

CROWN PAPER.

For Judgment.

Sussex Gardner v Mansbridge Magistrate's case argued April 19, cor. Justices A L Smith & Wills
 Yorkshire, Leeds Mayor, &c, of Leeds v Robshaw County Court argued April 29, cor. Lord Chief Justice and Justice A L Smith
 Middlesex The Queen v General Council of Medical Education and Registration of the United Kingdom Nisi for mandamus (Ex parte Partridge) argued May 26, cor. Justices Mathew & A L Smith

For Argument.

Hertfordshire The Queen v Chessant Local Bd Mandamus Defendant's motion for stay
 Lincolnshire Hemstock and ors v Hunt and ors County Court Special case defendants' appeal H H Judge Hughes (pt hd—S O till Justices Day and A L Smith sit together)
 Salford Walton v Hardman Hundred Court plaintiff's appeal
 Swansea Hughes v Glover Magistrate's case
 Lincolnshire, Louth Mower v Plaskett County Court defendant's appeal H H Judge Stephens
 Lancashire, Ashton-under-Lyne & Stalybridge Dukinfield Local Board v Adamson & Co County Court defendant's appeal H H Judge Hughes
 Lancashire, Liverpool Bebbington v The Midland Ry Co County Court plaintiff's appeal H H Judge Collier
 Liverpool Roberts & anr v McDougall Passage Court plaintiff's appeal T H Baylis, Esq, Judge
 Lancashire Griffiths v E. Lawrence & ors, Licensing Justices for City of Liverpool Quarter Sessions appellant's nisi to quash
 Lancashire Tranter v R Nelson, Esq, & ors, Justices of Lancashire Quarter Sessions appellant's nisi to quash order
 England The Queen v Midland Ry Co Nisi for prohibition (expte Great Western Ry Co)
 Sheffield Co of Proprietors of Sheffield Waterworks v Guardians of Poor of Sheffield Union Order of Sessions Appellants' nisi to quash (part heard and adjourned to Trinity 25th May, cor Baron Pollock and Justice Field)
 Middlesex, Marylebone Kelly & anr v Kelland (Thomas, clmt) County Court Clmt's app H H Judge Stonor
 Lancashire, Warrington McHardy (by next Friend) v Siptrott County Court Plt's app H H Judge Foulkes
 Met Pol Dist The Queen v T Vaughan, Esq Met Pol Magistrate & ors Nisi to hear, &c, injunction Expte Bosler
 Salford Howarth v Brearley Hundred Court Plt's app H West, Esq, Judge
 Middlesex The Queen v Poulter & ors Nisi for certiorari for inquiry for compensation Expte London, Tilbury, & Southend Ry Co
 London The Queen v Mayor, &c, of London & anr Nisi to state case Expte Ascer
 Lancashire, Oldham The Queen v J Wild, Esq, and ors Nisi to Justices to rehear summons Expte H Holden
 Dorsetshire, Poole The Queen v Mayor, &c, of Poole Indictment Nisi for new trial (tried before Justice Mathew)
 Same The Queen v Same Indictment Nisi for new trial
 Met Pol Dist Dickinson v Woodward Magistrate's case
 Northamptonshire, Northampton Capell v Gode (Cohen 3rd party) County Court Equity 3rd party's appeal H H Judge Cook
 Surrey, Wandsworth Bryant v Bancroft (Bancroft, clmt) County Court Clmt's app H H Judge Holroyd
 Monmouthshire, Newport Stott v Evans County Court Plaintiff's appeal H H Judge Owen
 Southampton The Queen v Inhabitants of Southampton Nisi for new trial (tried before Mathew, J.)
 Northamptonshire, Peterborough The Queen v H H Judge Bagshaw & Catley Nisi for prohibition Expte Bill
 Glamorganshire, Aberdare Howells v Morgan County Court Plaintiff's appeal H H Judge Williams
 Northamptonshire, Peterborough Catley v Bill County Court Defendant's appeal H H Judge Bagshaw
 Surrey The Queen v Colonel Bevington & anr, Jj., &c., & Slammer & Sons Nisi to issue distress warrants (Expte Overseers of St Saviour)
 Hanley, Staffordshire The Queen v Recorder of Hanley Nisi for certiorari for order (Expte The Bristol Gas Light Co)
 Met Pol Dist The Queen v J Paget, Esq, Met Pol Magistrate, & O'Brien Nisi to hear appeal for same (Expte White Sewing Machine Co)
 Lincolnshire, Sleaford Sharpe & Co v H H Judge Leonard & ors County Court Dft Judge Leonard's appeal H H Judge Stephen
 Glamorganshire, Aberdare In re Davies, dec (Howells v Morgan) County Court appeal of exors of R Williams, dec H H Judge Williams
 Yorkshire, Leeds Sherlock v Brown Bros County Court Defendants' appeal H H Judge Greenhowe
 Lancashire, Liverpool Edwards & Co v Tregarthen County Court Defendant's appeal H H Judge Collier
 Yorkshire, Bradford Craven v Bradford Advance & Bank Id & Harley County Court Defendants' appeal H H Judge Gale
 London Jamack v West & ors Mayor's Court Defendants' appeal
 Surrey, Wandsworth Robinson v Robinson County Court Plaintiff's appeal H H Judge Holroyd

Kent, Tunbridge Gibbs v Parsons (Price, clmt) County Court Plaintiff's appeal H H Judge
 Middlesex, Shoreditch Cooke v Stark County Court Defendant's appeal H H Judge Prentice
 Surrey, Southwark Winter v Wallis County Court Plaintiff's appeal H H Judge Holroyd
 Durham The Queen v Hall, Esq, Jj, &c, & Gillespie Nisi to issue summons (Expte Jeavens)
 Kent, Dartford Thompson v Dean County Court Plaintiff's appeal H H Judge Cox
 Hertfordshire, St Albans Jacobs v Dawkes & anr (Arnold, the younger, clmt) County Court Execution Creditor's appeal H H Judge Whigham
 Middlesex, Edmonton Blackwell v Great Eastern Land & Building Co, ld County Court Defendant's appeal H H Judge Abdy
 Wolverhampton, Staffordshire The Queen v Recorder of Wolverhampton Smns for mandamus to hear appeal (Ex parte Parker) Referred from Chambers
 Middlesex, Brompton Crombie v Sage & ors County Court Plaintiff's appeal H H Judge Storer
 Lancashire, Ormskirk Cropper v Pilkington County Court Plaintiff's appeal H H Judge Collier
 Durham, Darlington Cox v Darlington Steel & Iron Co ld County Court Defendant's appeal H H Judge Turner
 Warwickshire, Birmingham Harper v Davis County Court Defendant's appeal H H Judge Chalmers
 Lancashire Evans & Co (trading, &c) v Overseers of the Poor of Pendleton Quarter Sessions Respondents' nisi to quash
 Lancashire Tunncliffe & ors v Overseers of the Poor of Birkdale & Assessment Committee of the Ormskirk Union Quarter Sessions. Appellants' nisi to quash
 Derbyshire, Derby Winson v Palmer County Court Plaintiff's appeal H H Judge Russell
 Yorkshire, Sheffield Clegg v Beretta & anr County Court Defendants' appeal H H Judge Ellison
 Staffordshire South Staffordshire Waterworks Co v Stone Magistrate's case
 Yorkshire, Kingston-upon-Hull Exchange and Discount Bank ld v Maw & anr County Court Plaintiff's appeal H H Judge Bedwell
 Norfolk The Queen v E E M Pratt, Esq, & ors, Jj, &c, & anr Nisi to hear, &c, appln for bastardy order (expte Begley)
 Middlesex, Marylebone H Dickson & Co v Simon (Waram clmt) County Court Plaintiff's appeal H H Judge Storer
 Middlesex, Westminster Hanson v Nightingale County Court Defendant's appeal H H Judge Bailey
 Kent Fuller v Rayne Magistrate's case
 Manchester Gorton Local Board v Prison Commissioners Magistrate's case
 Met Pol Dist The Queen v J Shiel, Esq, Met Pol Mag and ors Nisi to state case (expte Grilling)
 Manchester The Queen v J H P Sereache, Esq, Stipendiary Mag for the Division of Manchester Nisi for certiorari order (expte Palmer)
 Lancashire, Chorley Cochran v Dakin County Court Defendant's appeal H H Judge Coventry
 Sunderland Corp of Trinity House of Deptford, Stroud v Neptune Steam Navign Co ld Magistrate's case
 Middlesex The Queen v Assessment Committee of St Mary, Islington Nisi for mandamus to make provisional valuation list (expte Agricultural Hall Co)
 London Brown v Griffen & anr County Court Defendant's appeal Mr Commissioner Kerr
 Bedfordshire, Bedford Smith v Midland Ry Co County Court Defendant's appeal H H Judge Bagshaw
 Staffordshire, Hanley Baddeley v Granville County Court Defendant's appeal H H Judge Jordan
 Lancashire Local Board for District of Waterloo with Seaforth v Lewis Magistrate's case
 Yorkshire, Huddersfield Horberry, the younger, v Whitwharn (Dyson clmt) County Court Claimant's appeal H H Judge Snagge
 Durham, Sunderland Lister v Pinkney & Sons' Steamship Co ld County Court Defendant's appeal H H Judge Meynell
 Middlesex, Bloomsbury Witt v Banner (Simmons, clmt) County Court Claimant's appeal H H Judge Bacon
 Lancashire, Leigh Cowburn v Leigh & Son County Court Plaintiff's appeal H H Judge Ffowkes
 Middlesex The Queen v Keepers of the Peace & Justices for Middlesex acting for Petty Sessions Division of Edmonton Nisi for prohibition from proceeding on rating appeals (expte Edmonton Union)
 Northumberland, Newcastle McGregor v McGregor County Court Defendant's appeal H H Judge H-ll
 Devonshire, Newton-Abbot & Torquay Macleod v Cornelius County Court Defendant's appeal H H Judge Giffard
 Leicestershire, Ashby-de-la-Zouch Bourne & ors v Netherseal Colliery Co ld County Court Plaintiff's appeal H H Judge Hooper
 Leicestershire, Ashby-de-la-Zouch Bromley & ors v Same Same
 Glamorganshire, Swansea Lewis v Evans County Court Defendant's appeal H H Judge Williams
 Lancashire Mattinson v Mocrson Magistrate's case
 Surrey, Southwark Ray v Willis County Court Plaintiff's appeal H H Judge Holroyd
 Cardiff Evans v Hemingway Magistrate's case
 Lincolnshire, Grantham Carleton Bank ld v Kingstone County Court Plaintiff's appeal H H Judge Hooper
 Leicestershire, Ashby-de-la-Zouch Garner & ors v Garner County Court Defendant's appeal H H Judge Hooper
 Yorkshire, W R Montagu v Goole Local Board, Goole Local Board v Montagu Quarter Sessions Public Health Act, 38 & 39 Vict. c. 55, s. 269
 London Fallies & anr v Gurney County Court Plaintiff's appeal Mr Commissioner Kerr, Judge
 Middlesex, Westminster Shield v King County Court Defendant's appeal H H Judge Bayley
 Devonshire, Barnstaple Esmy v Symons County Court Plaintiff's appeal H H Judge Paterson
 Oxfordshire The Queen v Robinson Nisi for certiorari for Coroner's inquisition (expte Husey)
 Middlesex The Queen v Right Hon Baron Truro Nisi for mandamus to register dead (expte Munton)

Surrey The Queen v Vestry of St George the Martyr, Southwark Nisi for mandamus to pay pension (expte Smith)
 Glamorganshire, Aberdare Baker v Penrhinweller Coal Co County Court Defendant's appeal H H Judge
 London Dwyer v Ash Bros County Court Plaintiff's appeal Judge
 Middlesex, Westminster Thrussell v Handyside & Co County Court Plaintiff's appeal H H Judge Bayley
 Middlesex, Shoreditch Williams v Docwra & Son County Court Plaintiff's appeal H H Judge Prentice
 Surrey Lambeth Jones v Long & ors County Court (Equity) Defendant Harris's appeal H H Judge
 Surrey, Southwark Wright v Wallis County Court Plaintiff's appeal H H Judge
 Middlesex, Edmonton Phillips & anr v Dodd County Court Plaintiff's appeal H H Judge
 Lincolnshire, Gainsborough Chatterton v Cheesman & anr County Court Defendant's appeal H H Judge Stephen

REVENUE PAPER.

For Judgment.

Attorney-General v Emerson & ors Heard before Mr Justice Mathew and Mr Justice Cave

Cause for Hearing.

Attorney-Gen v Heywood & ors by English Information and Answer

For Argument.

In the Matter of the Duty on the Estate of the Institution of Civil Engineers Showing cause against a writ of summons

Cases as to Income Tax.

St Andrew's Hospital, Northampton, Appnts and Shearsmith (Surveyor of Taxes)

Reapt Wele & Co, Appnts and Colquhoun (Surveyor of Taxes) Reapt

Cook (Surveyor of Taxes) Appt and Knott, Reapt

The Mersey Loan & Discount Co ld Appnts and Wootton (Surveyor of Taxes)

Reapt Colquhoun (Surveyor of Taxes) Appt and Brooks, Reapt

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACTIEN GESELLSCHAFT CEMENTS FABRIK COLOMBIA, LIMITED.—Petn for winding up, presented June 15, directed to be heard before Kay, J., on June 25 at 10.30. Gasquet & Metcalfe, Idol lane, Gt Tower st, solrs for petners

JOHORE CO, LIMITED.—Petn for winding up, presented June 15, directed to be heard before Stirling, J., on Saturday, June 25. Sole & Co, Aldermanbury, solrs for petners

LEISCH HALLS AND DISTRICT ICE CO, LIMITED.—North, J., has fixed Monday, June 27 at 1, at his chambers, for the appointment of an official liquidator

LONDON MODEL DWELLINGS CO, LIMITED.—Stirling, J., has, by an order dated June 1, appointed Paul Alfred Boulton, 30A, King William st, to be official liquidator

LONDON OYSTER CULTIVATING CO, LIMITED.—By an order made by Stirling, J., dated June 11, it was ordered that the company be wound up. Hudson & Co, Queen Victoria st, solrs for petners

MYSONS ESTATES CO, LIMITED.—North, J., has, by an order dated June 8, appointed Henry Tolpitt, 32, Great St Helens, to be official liquidator. Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Oct 25 at 1, is appointed for hearing and adjudicating upon the debts and claims

COURT PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL VICTORIA LOAN AND BANKING CO, LIMITED.—Petn for winding up, presented June 13, directed to be heard before the Vice-Chancellor, at the Assize Courts, Manchester, on Monday, June 27. Snowball & Co, Liverpool, solrs for petners

London Gazette.—FRIDAY, June 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM CAB CO, LIMITED.—By an order made by North, J., dated June 11, it was ordered that the company be wound up. Burton & Co, Lincoln's inn fields, agents for Johnson & Co, Birmingham, solrs for petners

BRIGHTON MUSIC HALL CO, LIMITED.—By an order made by Stirling, J., dated June 11, it was ordered that the company be wound up. Whitfield, Finsbury pavement, solr for petner

BRITISH PATENT GLAZING CO, LIMITED.—By an order made by Stirling, J., dated June 11, it was ordered that the voluntary winding up of the company be continued. Furber, Gray's inn sq, solr for petner

CONSOLIDATED GOLD MINES OF MULATOS, LIMITED.—Petn for winding up, presented June 11, directed to be heard before North, J., on July 8. Bevir, Devereux chimbs, Temple, solr for petner

E. L. PARR & CO, LIMITED.—By an order made by Kay, J., dated June 11, it was ordered that the voluntary winding up be continued. Wooler, John st, Bedford row, agent for Morgan & Scott, Cardiff, solrs for petner

KENSAM PAPER MILL CO, LIMITED.—By an order made by Kay, J., dated June 11, it was ordered that the voluntary winding up of the company be continued. Ashurst & Co, Old Jewry, solrs for petners

READING IRON WORKS, LIMITED.—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Charles James Andrewes and Thomas James, Reading Iron Works, Limited, Reading. Tuesday, July 26 at 12, is appointed for hearing and adjudicating upon the debts and claims. Spokes, Essex st, Strand, solr for liquidators

ROWS & CO, LIMITED.—By an order made by North, J., dated June 11, it was ordered that the company be wound up. Harris & Co, Coleman st, solrs for petners

UNLIMITED IN CHANCERY.

ALBION MUTUAL PERMANENT BENEFIT BUILDING SOCIETY.—By an order made by Chitty, J., dated June 11, it was ordered that the society be wound up. Collinson & Co, Bedford row, solr for petner

COURT PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DU BEDAD, ADAMS, & CO, LIMITED.—Petn for winding up, presented June 17, directed to be heard before the Vice-Chancellor, at the Assize Courts, Manchester, on July 4. Bartell & Co, Liverpool, solrs for petner

FRIENDLY SOCIETIES DISSOLVED.

GWEAUBAH ITHEL LODGE, Branch of the Philanthropic Order of True Ivorites, St. David's Unity, White Hart Inn, Glynneth, Glamorgan. June 17

HADLEIGH FRIENDLY SOCIETY, Shoulder of Mutton Inn, Hadleigh, Suffolk. June 15
 JUVENILE ORDER OF FORESTERS' SOCIETY, King's Arms Inn, Swindon, Wilts. June 16
 STANFORD INDUSTRIAL AND PROVIDENT FARMHOLD LAND SOCIETY, LIMITED, Wickliffe House, Leicester. June 15
 TRAVELLERS' HOME BENEFIT SOCIETY, Coach and Horses Inn, Dudley, Worcester. June 15
 WELLINGTON UNION FRIENDLY SOCIETY, 13, Bevington Bush, Liverpool. June 15

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 17.

HORNEY, WILLIAM DOWNING, Sutton on Trent, Gent. July 15. Scrimshaw v Hornby, North, J. Hill, Ormskirk
 HORNEY, MARY ANN, Sutton on Trent. July 15. Scrimshaw v Sudbury, North, J. Hill, Ormskirk

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 17.

ADAMS, HENRY, Lambeth rd, Clerk. July 14. Farnfield, Lower Thames st
 BREKSTON, EMMA MATILDA, Heigham, Norwich. July 14. Goodchild, Norwich
 BREWER, CHARLES RABBITTS, Witchampton, Dorset, Yeoman. Aug 1. Tanner, Windborne
 CHAPMAN, JAMES, Westminster, Solicitor. Sept 1. Chapman & Ponting, Westminster
 CLAYTON, WILLIAM HENRY, Brookhurst, Derby, Farmer. July 20. Gee, Chesterfield
 DOUGLAS, NEIL DOUGLAS CREIL FREDERICK, Albert mansions, Esq. July 20. Gregory & Co, Bedford row
 DURANT, SUSANNAH, Great Dodford, Worcester. Aug 3. Harcourt, Moor-gate st
 FRANCIS, ALBERT, Steeple Morden, Cambridge, Farmer. July 14. Wortham, Nash, Royston
 GARTH, SARAH, Thornton, York. Sept 1. Hutchinson & Son, Bradford
 GLADSTONE, JANET STRONG, Tuebrook Lunatic Asylum, Liverpool. July 15. Hugh Wm Gladstone, Liverpool
 HILL, SARAH, Clifton, Bristol. July 16. Upton & Co, Austin Friars
 LANTON, Sir WILLIAM OWEN, Grosvenor st, Colonel. July 20. Hollams & Co, Mining lane
 LESLIE, ISABELLA, Brighton. July 17. Leman & Co, Lincoln's inn fields
 MANNIN, PRUDENCE HANNAH, Royal Leamington Spa, Warwick. July 21. Chadwick & Son, Warwick
 MAXFIELD, JOSEPH, North Shields, Ship Broker. June 30. Bell & Son, Sunderland
 MITCHELL, JAMES, Merriott, Somerset, Yeoman. July 16. Sparks & Blake, Crewkerne
 PARRINGTON, THOMAS, Kingston-upon-Hull, Stevedore. July 16. Gresham, Kingston-upon-Hull
 ROULEE, MARIA PATIENCE Countess DE, Portman sq. July 20. Lawrence & Co, New sq
 SHRAPNEL, ESTHER SCROPE, Shirley, Southampton. Aug 10. Stanton & Bassett, Southampton
 SHORT, WILLIAM, North Shields, Steam Ship Manager. July 1. Litch & Co, North Shields
 SMITH, CHARLES, Elland-cum-Greeland, York, Manufacturer. July 9. Ingram & Huntress, Halifax
 SMITH, JAMES RICHARD BULLEN, South Kensington, Esq. July 25. Sanderson & Holland, Queen Victoria st
 SMITH, MARTHA, Darlington. July 17. Barron, Darlington
 STUBBS, JOSEPH NEATBY, Highbury New Park, Gent. July 23. Stubbs, John st
 TRADDALE, EDWARD, Westwood Park, Southampton, Gent. July 23. Grundy & Co, Queen Victoria st
 THOMAS, WILLIAM, Pontardawe, Glamorgan, Shoemaker. July 16. Evans, Pontardawe
 THOMPSON, EDWARD BAUGH, Brighton, Gent. Aug 1. Brown, Newcastle-on-Tyne
 TUTON, JANE, Remagote. Aug 15. Hargreaves & Joblin, Durham
 VAUT, MARTHA, Ripon. July 6. Wise & Son, Ripon
 WIGGINTON, ARTHUR GOODWIN, Ilston-on-the-Hill, Leicester, Farmer. July 18. Parr, Leicester

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERS and STUTTERS should read a little book by Mr. B. BRASLEY, Baron's Court House, West Kensington, London, price 13 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 17.

RECEIVING ORDERS.

ALCOCK, THOMAS GEORGE, Worcester, Grocer. Worcester. Pet June 15. Ord June 16
 ALLATT, THOMAS HENRY, Halifax, Wire Drawer. Halifax. Pet June 14. Ord June 14
 ANDREWS, ALFRED ROBERT, Ivy lane, Newgate st, Lace Goods Manufacturer. High Court. Pet June 14. Ord June 15
 ASHTON, J. Selisle rd, Hampstead, Gent. High Court. Pet May 3. Ord June 14
 BARKER, ROWLAND TATHAM, Stonycroft, Lancs, Oil Merchant. Liverpool. Pet June 11. Ord June 13
 BISCOE, SAMUEL, Bedford, Hotel Keeper. Bedford. Pet June 15. Ord June 15
 BORNHAY, WILLIAM COPELAND, Penzance, Cornwall, M.P. High Court. Pet April 30. Ord June 14

BROWNING, JAMES, Gaistord st, Kentish Town, Builder. Croydon. Pet May 28. Ord June 9
 BURY, SYDNEY JOHN, Union ct, Old Broad st, Auctioneer. High Court. Pet May 28. Ord June 14
 CHANDLER, HENRY EDWARD HYDE, Blandford st, Portman sq, Licensed Victualler. High Court. Pet June 13. Ord June 13
 COLENSO, JOHN WILLIAMS, Penzance, Painter. Truro. Pet June 15. Ord June 15
 COOPER, F., & Co., Queen Victoria st. High Court. Pet May 19. Ord June 14
 DODD, WILLIAM, Halifax, Plumber. Halifax. Pet June 13. Ord June 13
 DUFFELL, JOHN HENRY, Thames Ditton, Licensed Victualler. Kingston Surrey. Pet June 10. Ord June 10
 ECKERT, CARL, Bath, Licensed Victualler. Bath. Pet June 15. Ord June 15
 ENSOR, GEORGE ARTHUR, South pl, Kennington pk, Auctioneer's Clerk. High Court. Pet June 15. Pet June 15
 GILBERT, SAMUEL, Walsall, Harness Manufacturer. Walsall. Pet June 14. Ord June 14
 GRANT, JOHN FRANKLIN, Manchester, out of employment. Salford. Pet June 14. Ord June 14
 HALL, EDWARD SAMUEL, Rock Ferry, Cheshire, Bookkeeper. Birkenhead. Pet June 11. Ord June 11
 HEMINGWAY, ABRAHAM, Brighouse, Yorks, Carrier. Halifax. Pet June 13. Ord June 13
 HONEY, THOMAS BENNETT, and ROBERT JOHN HONEY, Gillingham, Kent, Coal Merchants. Rochester. Pet June 14. Ord June 14
 JONES, THOMAS HANCOCK, Chester, Butcher. Chester. Pet June 15. Ord June 15
 JONES, THOMAS CUTLER, JAMES OTIS DE WOLFE, and HAROLD ROYD JONES, Liverpool, Shipowners. Liverpool. Pet June 13. Ord June 13
 JONES, WILLIAM, Conway, Carnarvonshire, Carriage Proprietor. Bangor. Pet May 18. Ord June 13
 KING, FREDERICK, Watlington, Oxfordshire, Baker. Aylesbury. Pet June 14. Ord June 14
 NIELD, WILLIAM, and SAMUEL WALMSLEY NIELD, Liverpool, Coffee Dealers. Liverpool. Pet May 28. Ord June 15
 PRESTON, HARVEY JAMES, Clifton rd, Clapton park, Cattle Dealer. High Court. Pet June 13. Ord June 13
 PRICE, SARAH ANN, Norwich, Tobaccoist. Norwich. Pet June 14. Ord June 14
 ROBERTS, JOSEPH, West Ham, Essex, Builder. High Court. Pet May 19. Ord June 13
 ROBINSON, JAMES BENJAMIN, Anfield, Lancashire, Bread Dealer. Liverpool. Pet June 11. Ord June 15
 ROBINSON, PERON, Heigham, Norfolk, Baker. Norwich. Pet June 13. Ord June 13
 ROBSON, JOSEPH THOMAS, Bridlington Quay, Yorks, Hotel Proprietor. Scarborough. Pet April 28. Ord June 14
 ROSE, GEORGE, Leicester, Butcher. Leicester. Pet June 13. Ord June 13
 RUSSELL, SYDNEY JAMES, Folkestone, Tobaccoist. Canterbury. Pet May 26. Ord June 10
 SAUL, JOHN, Bowness, Cumberland, Yeoman. Carlisle. Pet June 15. Ord June 15
 SCOTT, ROBERT EDWARD, Leicester, Butcher. Leicester. Pet June 13. Ord June 13
 SIMMONS, FREDERICK, London rd, Southwark, Engineer. High Court. Pet June 14. Ord June 14
 SMALE, MARY JANE, Penryn, Cornwall, Grocer. Truro. Pet June 13. Ord June 13
 SMITH, THOMAS, Halesworth, Suffolk, Builder. Great Yarmouth. Pet June 13. Ord June 13
 SYER, CHARLES, Swansea, Clothier. Swansea. Pet June 14. Ord June 14
 TADGETT, JOHN, Birmingham, Oil Dealer. Birmingham. Pet June 15. Ord June 15
 TAYLOR, GEORGE, Marlee ter, Landor rd, Stockwell. High Court. Pet May 4. Ord June 13
 THURLOW, GIORGIO LUTGI ANTONIO, and ELLEN MARY THURLOW, Leamington, Boarding House Keepers. Warwick. Pet June 15. Ord June 15
 TURNER, EUPHROSIO, Hammersmith, Jeweller. High Court. Pet June 15. Ord June 15
 VALENTINE, THOMAS BUCKNER HENRY, Westhamphnett, Sussex, Gent. Brighton. Pet June 13. Ord June 13
 VICKERMAN, THOMAS, Kingston upon Hull, Druggist. Kingston upon Hull. Pet June 13. Ord June 15
 WALLACE, HENRY WILLIAM, Little Gonerby, Grantham, Tobaccoist. Nottingham. Pet June 13. Ord June 13
 WHARREN, CHARLES, Miffield, Yorks, Commission Agent. Dewsbury. Pet June 14. Ord June 14
 WHITHAM, JOSEPH, Miles Platting, Lancs, Chemical Manufacturer. Manchester. Pet June 13. Ord June 13
 WILKES, WALTER, Worcester, Grocer. Worcester. Pet June 14. Ord June 14
 WILLIAMS, EMMA ROSANNA, Kidderminster, Draper. Kidderminster. Pet June 7. Ord June 7
 WRAGO, JOSEPH, Sheffield, Knife Manufacturer. Sheffield. Pet May 21. Ord June 10

The following amended notice is substituted for that published in the London Gazette of May 24.

WELBOURN, EDWARD, Pontefract, Jeweller. Wakefield. Pet May 19. Ord May 19

FIRST MEETINGS.

ADAMS, FREDERICK, Stonegate, York, Hair Dresser. June 24 at 12. Off Rec, 17, Blake st, York
 ALCOCK, THOMAS GEORGE, Worcester, Grocer. June 23 at 10.30. Off Rec, Worcester
 APPLETON, JAMES, Liverpool, Leather Dealer. June 23 at 3. Off Rec, 25, Victoria st, Liverpool
 BATLY, ARTHUR OCTAVIUS, Bucklersbury, Solicitor. June 24 at 2.30. Bankruptcy bds, Portugal st, Lincoln's inn fields
 BENTLEY, CHARLES EDWARD, Olney, Buckingham, Surgeon. June 27 at 2. Bull Hotel, Olney
 BRIGHT, ANDREW, St Agnes, Cornwall, Farmer. June 25 at 12. Off Rec, Bos-cawen st, Truro
 BOWLER, JOHN FRANCIS WOOLDRIDGE, FELIX JOYCE BOWDEN, and JOHN OUT-LAW, Gt Portland st, Oxford st, Print Sellers. June 24 at 11. Bankruptcy bds, Portugal st, Lincoln's inn fields
 BRADLEY, EDWIN, Wolverhampton, Shop Assistant. June 23 at 11. Off Rec, St Peter's close, Wolverhampton
 CARD, NEVILLE, Hadlow, Kent, Grocer. June 23 at 2.30. Spencer & Reeves, Mount Pleasant, Tunbridge Wells
 CHAPMAN, JANE, Cambridge st, Hyde pk, Lodging House Keeper. June 24 at 12. 33, Carey st, Lincoln's inn
 DAWSON, THOMAS, Sutton, Carpenter. June 27 at 3. 103, Victoria st, Westminster
 DAY, GEORGE, Harpenden, Hertford, Hay Dealer. June 24 at 11. County Court, St Albans, Hertford
 DELL, ROBERT, jun, Birmingham, Gent. June 27 at 12.30. 1, St Aldate's st, Oxford
 DODD, WILLIAM, Halifax, Plumber. June 23 at 2. Off Rec, Halifax

DUNFORD, SUSAN ELIZABETH, and EMMA JANE SAUNDERS, Poole, Dorset, Builders. June 27 at 12.15. Temperance Hall, Hill st, Poole.

EMERSON, ROBERT JOHN, Rickmansworth, Herts, Plumber. June 24 at 11.30. County Court, 35 Albans.

EVANS, HENRY RUSSELL, Newport, Mon. Stockbroker. June 28 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

FISHER, JAMES FREDERICK, Northam, Southampton, Plumber. June 24 at 2.30. Off Rec, East st, Southampton.

FOOT, LIONEL RAYNE, Victoria st, Westminster, Auctioneer. June 24 at 2.30. 25, Carey st, Lincoln's inn.

GARDINER, JOHN ROBERT, Kingston upon Hull, Draper. June 24 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowldale lane, Hull.

GILBERT, SAMUEL, Walsall, Harness Manufacturer. July 2 at 11.30. Off Rec, Walsall.

GUSH, FREDERICK RIDDIFORD, Cleveland st, Fitzroy sq, Carpet Salesman. June 24 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.

HANSALL, JAMES MAYBANK, Liverpool, Paper Hangings Dealer. June 28 at 12. Off Rec, 35, Victoria st, Liverpool.

HEMINGWAY, ABRAHAM, Brighouse, Yorks, Carrier. June 28 at 2.30. Off Rec, Halifax.

HONEY, THOMAS BENZEL, and ROBERT JOHN HONEY, Gillingham, Kent, Coal Merchants. June 28 at 11.30. Off Rec, High st, Rochester.

HURSEY, ALBERT MORGAN, Cardiff, Engine Factor. June 24 at 2.30. Off Rec, 3, Crookherbtown, Cardiff.

JENNISON, RICHARD, Linby, Notts, Licensed Victualler. June 24 at 12. Off Rec, High pavement, Nottingham.

KNIGHT, JAMES, and FREDERICK HARRISON BLAND, Long lane, Smithfield, Dealers in Oriental Goods. June 24 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

LEWIS, THOMAS, Porth, nr Pontypridd, Bootmaker. June 24 at 2.30. Off Rec, Merthyr Tydfil.

MAYON, WILLIAM, Birmingham, Furniture Dealer. July 1 at 11. 25, Colmore row, Birmingham.

MCBRAIN, JOHN, Pembroke Dock, Bootmaker. June 25 at 11. Off Rec, Cartmarn-shan.

MITCHELL, SAMUEL, Horsforth, Yorks, Crane Maker. June 27 at 11. Off Rec, 22, Park row, Leeds.

NEALE, E ST JOHN, Albemarle st, Piccadilly, Lieutenant. June 24 at 12. 83, Carey st, Lincoln's inn.

PARKES, JOSEPH, Liverpool, Grocer. June 28 at 2. Off Rec, 35, Victoria st, Liverpool.

POWELL, ANDREW, Tonypandy, Glam, Grocer. June 29 at 12. Off Rec, Merthyr Tydfil.

PRICE, SARAH ANN, Norwich, Tobaccoconist. June 24 at 12.30. Auction Mart, Tokenhouse yd.

ROBINSON, PERONI, Heigham, Norwich, Baker. June 25 at 11. Off Rec, 3, King st, Norwich.

ROBINSON, WILLIAM, Hatton gdn, Insurance Agent. June 24 at 11. 83, Carey st, Lincoln's inn.

ROSS, GEORGE, Leicester, Butcher. June 27 at 12.30. 28, Friar lane, Leicester.

ROWLANDS, DAVID, Neath, Innkeeper. June 25 at 3. Castle Hotel, Neath.

RUSSELL, SYDNEY JAMES, Folkestone, Tobaccoconist. June 25 at 11.30. Bankruptcy bldgs, Lincoln's inn.

SAUL, JOHN, Bowness, Cumberland, Yeoman. June 29 at 12. Off Rec, 24, Fisher st, Carlisle.

SCOTT, ROBERT EDWARD, Leicester, Butcher. June 27 at 11. 28, Friar lane, Leicester.

SEELIG, HENRY HORACE, Brighton, Tutor, Ph.D. June 24 at 12. 4, Pavilion bldgs, Brighton.

SHELL, GEORGE, Brighton, Tailor. June 24 at 3. 4, Pavilion bldgs, Brighton.

SMALE, MARY JANE, Penryn, Cornwall, Grocer. June 25 at 2. Off Rec, Boscawen st, Truro.

SMITH, FLORENCE EMMA, Leamington, no occupation. June 27 at 11. Off Rec, 17, Hertford st, Coventry.

SMITH, THOMAS, Halesworth, Suffolk, Builder. June 25 at 12. Off Rec, 8, King st, Norwich.

SYER, CHARLES, Swansea, Clothier. June 27 at 11. Off Rec, 5, Rutland st, Swansea.

SYKES, HENRY, Dewsbury, Yorks, Plumber. June 24 at 3. Off Rec, Bank chbrs, Batley.

SYMONS, THOMAS, Walsall, Corn Merchant. June 29 at 4. Off Rec, Wolverhampton.

WHITELL, JOSEPH HENRY, Richmond, Yorks, out of business. June 27 at 11. King's Head Hotel, Darlington.

WILKES, WALTER, Worcester, Grocer. June 29 at 11. Off Rec, Worcester.

WILLIAMS, EMMA ROSANNA, Kidderminster, Draper. June 27 at 2.40. Miller Corbet, solor, Kidderminster.

WILLIAMS, JOHN, Ystradgynfwr, Glamorgan, Grocer. June 28 at 12. Off Rec, Merthyr Tydfil.

ADJUDICATIONS.

ARNALL, EDWARD WILLIAM, Essex rd, Islington, Hatter. High Court. Pet June 4. Ord June 15.

BELLINGHAM, JOHN, Savoy bldgs, Strand, Traveller. High Court. Pet March 9. Ord June 14.

BROWN, JOHN, Tadema rd, Chelsea, Tailor. High Court. Pet April 6. Ord June 14.

CARD, NEVILLE, Hadlow, Kent, Grocer. Tunbridge Wells. Pet June 7. Ord June 18.

CHAMPION, GEORGE JOHN, Bristol, Warehouseman. Bristol. Pet June 7. Ord June 13.

CHANDLER, EDWARD HENRY HYDE, Blandford st, Portman sq, Licensed Victualler. High Court. Pet June 13. Ord June 15.

CHAPMAN, JANE, Cambridge st, Hyde Park, Lodging house Keeper. High Court. Pet May 27. Ord June 14.

COX, CHARLES, Leeds, Cloth Finisher. Leeds. Pet May 10. Ord June 7.

CRAWSHAW, ROBERT HENRY, Carleton, nr Pontefract, Yorks, Butcher. Wakefield. Pet May 26. Ord June 13.

DOREY, FRANCIS, Forest Hill, Builder. High Court. Pet April 28. Ord June 11.

ECKER, CARL, Bath, Licensed Victualler. Bath. Pet June 15. Ord June 15.

ETHENYK, VICTOR EMILE, not now in England, Trunk Maker. High Court. Pet Jan 22. Ord June 15.

FERRIARI, ALESSANDRO, Gower st, Doctor of Medicine. High Court. Pet Jan 6. Ord June 15.

FOOT, LIONEL RAYNE, Victoria st, Westminster, Auctioneer. High Court. Pet April 28. Ord June 14.

GARNER, ROBERT, White Lion st, Clerkenwell, Merchant. High Court. Pet June 11. Ord June 14.

GEEL, —, and — LLENGTON, Park place, Clapham, Builders. High Court. Pet March 2. Ord June 13.

GILBERT, SAMUEL, Walsall, Harness Manufacturer. Walsall. Pet June 15. Ord June 14.

HALL, EDWARD SAMUEL, Rock Ferry, Cheshire, Bookkeeper. Birkenhead. Pet June 11. Ord June 14.

HEWITT, ROBERT ILES, Bristol, Brewer. Bristol. Pet May 17. Ord June 14.

HUMMELL, F., Montpellier st, Knightsbridge, Watch Maker. High Court. Pet May 10. Ord June 15.

JARDINE, ARTHUR MURRAY, Euston sq, Gent. High Court. Pet April 23. Ord June 13.

LEWIS, ISRAEL, Flixton, Lancashire, Warehouseman. Salford. Pet May 27. Ord June 15.

MCBEAY, JOHN, Pembroke Dock, Boot Maker. Pembroke Dock. Pet June 7. Ord June 15.

MCQUADE, ANDREW, Levenshulme, nr Manchester, Gent. Manchester. Pet May 9. Ord June 14.

MUNDAY, CHARLES, Winchester, out of business. Winchester. Pet April 21. Ord June 15.

PARKES, JOSEPH, Liverpool, Grocer. Liverpool. Pet June 10. Ord June 14.

PRESTON, HARVEY JAMES, Clifton rd, Clapton park, Cattle Dealer. High Court. Pet June 13. Ord June 14.

PRICE, JOHN, Nottingham, Builder. Nottingham. Pet May 20. Ord June 15.

RAMSDEN, WILLIAM, Langley by Marpool, Derbyshire, Auctioneer. Derby. Pet June 9. Ord June 15.

REED, JOHN LIDDELL, Northumberland, Farmer. Carlisle. Pet June 8. Ord June 15.

ROBERTS, GEORGE, South Norwood, Builder. Croydon. Pet June 8. Ord June 15.

ROBINSON, PERONI, Heigham, Norfolk, Baker. Norwich. Pet June 13. Ord June 13.

ROSS, GEORGE, Leicester, Butcher. Leicester. Pet June 13. Ord June 13.

ROWLANDS, DAVID, Neath, Glamorganshire, Innkeeper. Neath. Pet June 11. Ord June 14.

SHARMAN, WILLIAM, and ALFRED HENRY CATLING, Billiter sq, Hemp Broker. High Court. Pet May 11. Ord June 11.

SMALE, MARY JANE, Penryn, Cornwall, Grocer. Truro. Pet June 13. Ord June 13.

SMITH, FLORENCE EMMA, Leamington, no occupation. Warwick. Pet June 2. Ord June 14.

SMITH, REGINALD THOMAS, Hove, Sussex, Stock Broker. Brighton. Ord June 13.

SMITH, THOMAS, Halesworth, Suffolk, Builder. St Yarmouth. Pet June 13. Ord June 13.

SMITH, THOMAS, Walsall, Hay Dealer. Walsall. Pet June 11. Ord June 14.

VICKERMAN, THOMAS, Kingston upon Hull, Druggist. Kingston upon Hull. Pet June 13. Ord June 13.

WARD, FREDERICK, Bristol, Boot Manufacturer. Bristol. Pet May 21. Ord June 14.

WATSON, WALTER, JAMES WALLACE WATSON, and ALLEN GROOME DOUGLAS, Birmingham, Lithographers. Birmingham. Pet March 2. Ord June 15.

WHITELL, JOSEPH HENRY, Richmond, Yorks, out of business. Northallerton. Pet June 3. Ord June 15.

WHITHEAD, EBERWEE, King's Lynn, Norfolk, Accountant. King's Lynn. Pet May 18. Ord June 10.

WOOD, GEORGE FREDERICK, Beaufort ter, Fulham, Merchant. High Court. Pet May 23. Ord June 11.

The following amended notice is substituted for that published in the London Gazette of June 3.

HARRISON, ROBSON, Tibthorpe, Yorks, Farmer. York. Pet May 27. Ord May 31.

ADJUDICATIONS ANNULLED.

KNIGHT, FREDERICK WILLIAM, Lower Addiscombe rd, Croydon, Ironmonger. Croydon. Adjud July 9, 1886. Annul May 3.

RATNER, FREDERICK WILLIAM, Huddersfield, Commercial Traveller. Huddersfield. Adjud Mar 10. Annul May 24.

SMITH, ALAN KINCAID, Westbourne pk, Gent. High Court. Adjud Aug 26, 1886. Annul May 19.

London Gazette.—TUESDAY, June 21.

RECEIVING ORDERS.

APPLEBY, WILLIAM BEW, Blackburn, out of business. Blackburn. Pet June 18. Ord June 18.

ATKINSON, HENRY CHARLES, Landor rd, Stockwell, Corn Dealer. High Court. Pet June 16. Ord June 16.

BERRY, JOHN, Cleckheaton, Yorks, Card Maker. Bradford. Pet June 18. Ord June 18.

BEVINGTON, JAMES, Burnley, Potter's Manager. Hanley. Pet June 16. Ord June 16.

BOX, FREDERICK GEORGE THOMAS, Wednesbury, Stafford, Grocer. Walsall. Pet June 16. Ord June 16.

DAISE, ALBERT, Ventnor, I W, Builder. Newport and Ryde. Pet June 15. Ord June 15.

DAVIES, DAVID, Carmarthen, Stationer. Carmarthen. Pet June 17. Ord June 17.

DYKES, FREDERICK THOMAS, Bedford, Currier. Bedford. Pet June 17. Ord June 17.

FIRMIN, ARTHUR, Honeywell rd, Wandsworth Common, Clerk. Wandsworth. Pet June 3. Ord June 13.

FOSTER, WILLIAM, Penge, Kent, no occupation. Croydon. Pet June 16. Ord June 16.

FRITH, WILLIAM, Chesterfield, Derby, Ironmonger. Chesterfield. Pet June 16. Ord June 16.

GRIMMIDALE, CHARLES, Bristol, Chairmaker. Bristol. Pet June 17. Ord June 17.

HUGHES, JOHN ROBERT, Portmadoc, Carnarvonshire, Photographer. Bangor. Pet June 16. Ord June 16.

JAMES, DANIEL, Treorkey, Glam, Grocer. Pontypridd. Pet June 18. Ord June 18.

JONES, WILLIAM, Bath, Porkbutcher. Bath. Pet June 16. Ord June 16.

LANCEFIELD, JOHN, Gowllett rd, East Dulwich, Traveller. High Court. Pet May 17. Ord June 17.

LINBERT, JAMES, Snelton, Nottingham, Lacemaker. Nottingham. Pet June 17. Ord June 17.

LLEWELLYN, JOHN, and SAMUEL GETHING LEWIS, Cardiff, Coal Merchants. Cardiff. Pet June 14. Ord June 14.

LONG, WILLIAM GEORGE, Fife, Yorks, Lodging House Keeper. Scarborough. Pet June 18. Ord June 18.

MACRELL, CHARLES ARTHUR, High st, South Norwood, Licensed Victualler's Manager. Croydon. Pet June 17. Ord June 17.

MARSDEN, ANDREW, jun, Nottingham, Clerk, Nottingham. Pet June 18. Ord June 18.

MARTIN, CHARLES, Canterbury, out of business. Canterbury. Pet June 17. Ord June 17.

RICHARDS, THOMAS DAVIES, Carmarthen, Grocer. Carmarthen. Pet June 18. Ord June 16.

SCOUFIELD, MARGARET, Treforest, Glam, Draper. Pontypridd. Pet June 18. Ord June 17.

SEELIG, EDWIN, Walerton rd, St Peter's pk, Commission Agent. High Court. Pet June 18. Ord June 18.

SMITH, JAMES HENRY, Birmingham, Ornamentier. Birmingham. Pet June 7. Ord June 10.

SMITH, WILLIAM COOK, Church, nr Aconington, Engraver to Calico Printers. Blackburn. Pet June 17. Ord June 17.

STAFFORD, FRANCIS JAMES, Brighton, Bootmaker. Brighton. Pet June 18. Ord June 18.

STEPHENS, JOSEPH, Roche, Cornwall, Seed Merchant. Truro. Pet June 8. Ord June 18.

TAYLOR, JONATHAN, Liverpool, Clerk. Liverpool. Pet June 7. Ord June 18
 TAYLOR, WILLIAM GEORGE, Portsmouth, Engineer. Pembroke Dock. Pet June 4. Ord June 17
 THOMAS, H. N., Cardiff, Builder. Cardiff. Pet May 28. Ord June 14
 THORPE, WILLIAM, Stratford upon Avon, Glass Dealer. Warwick. Pet June 17. Ord June 17
 WALKER, JOHN HENRY, Chichester, Tobacconist. Brighton. Pet June 18. Ord June 18
 WILLIAMS, HUMPHREY, Conway, Carnarvonshire, Licensed Victualler. Bangor. Pet June 17. Ord June 17
 WINTERSON, CHARLES SELF, Bristol, Ironmonger. Bristol. Pet June 17. Ord June 17

RECEIVING ORDER RESCINDED.

JENNER, FREDERIC, and FABIAN JAMES KNEWTOW, Baskerville rd, Wandsworth common, Dressing Case Manufacturers. High Court. Ord March 18. Rescis June 15

FIRST MEETINGS.

ALLATT, THOMAS HENRY, Halifax, Wiredrawer. June 28 at 4. Off Rec, Halifax
 BAKER, HENRY WILLIAM, Hamilton rd, Grove rd, Bow, Pipe Manufacturer. June 28 at 2.30. 33, Carey st, Lincoln's inn
 BRAULIER, HENRY WILLIAM, South st, Park lane, Gent. June 28 at 12. 33, Carey st, Lincoln's inn
 BRVINGTON, JAMES, Burslem, Potter's Manager. June 30 at 4. Off Rec, Newcastle under Lyne
 BUCKTON, WILLIAM JAMES, Gray's inn sq, Architect. June 28 at 11. Bankruptcy bldgs, Lincoln's inn
 COOKE, JAMES, Manchester, Bookseller. June 28 at 12. Off Rec, Ogden's chhrs, Bridge st, Manchester
 DAIKE, ALBERT, Ventnor, I.W., Builder. July 1 at 12. St John's chhrs, Ventnor, High st, Barnstaple
 DAVES, GEORGE AUGUSTUS, Instow, Devon, Gent. June 28 at 2. Sanders & Son, High st, Barnstaple
 DEMBOROUGH, JAMES GEORGE, Daventry, Northampton, Chemist. June 30 at 4. Wheat Sheaf Hotel, Daventry
 DOWNING, ROBERT COOPER, Ipswich, Furniture Broker. June 29 at 12. Off Rec, 3, Westgate st, Ipswich
 ECKHART, CARL, Bath, Tobacconist. June 29 at 12. Off Rec, Bank chhrs, Bristol
 EDWARDS, WILLIAM, Ruthin, Denbighshire, Licensed Victualler. July 1 at 12.30. Crypt chhrs, East gate row, Chester
 EYRENE, VICTOR SMILE, not now in England, Trunk Maker. June 28 at 12. 33, Carey st, Lincoln's inn
 FERRENTI, ALESSANDRO, Gower st, Doctor of Medicine. June 29 at 12. 33, Carey st, Lincoln's inn
 FRIEDLANDER, EDWARD JULIUS, Coleman st, Merchant. June 28 at 11. 33, Carey st, Lincoln's inn
 FRITH, WILLIAM, Chesterfield, Ironmonger. June 29 at 3. Angel Hotel, Chesterfield
 GEMMELL, CHARLES, Bristol, Chair Manufacturer. June 29 at 12.30. Off Rec, Bank chhrs, Bristol
 HALL, EDWARD SAMUEL, Rook Ferry, Book Keeper. June 29 at 2. Off Rec, 48, Hamilton sq, Birkenhead
 HARNDEN, FRANCIS, Cleve, Lincolnshire, Smaekowner. July 6 at 12. Off Rec, 3, Haven st, Gt Grimsby
 HARRISON, JOHN, Newcastle under Lyne, Grocer. July 7 at 4. Off Rec, Newcastle under Lyne
 HEED, WILLIAM, Brick lane, Bethnal Green, Draper. June 29 at 11. 33, Carey st, Lincoln's inn
 HESLOP, ROBERT CLAYTON, Wakefield, Clerk in Holy Orders. June 28 at 11. Off Rec, Bond ter, Wakefield
 HILL, WILLIAM, Walmer rd, Notting hill, Ironmonger. June 30 at 12. 33, Carey st, Lincoln's inn
 HOFFMEISTER, CHARLES, and EDWARD HOFFMEISTER, Mark lane, Corn Merchants. June 30 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 HOUGH, EDWARD JORDAN, Bishopsgate st, Merchant. June 30 at 2.30. Bankruptcy bldgs, Lincoln's inn
 HUGHES, JOHN ROBERT, Portmadoc, Carnarvonshire, Photographer. June 30 at 11.30. Queen's Head Cafe, Bangor
 JONES, JOHN ELIAS, Blaenau, Merionethshire, Tailor. July 1 at 12. Crypt chhrs, Eastgate row, Chester
 JONES, THOMAS HANCOCK, Chester, Butcher. July 5 at 12. Crypt chhrs, Eastgate row, Chester
 JONES, WILLIAM, Conway, Carnarvonshire, Carriage Proprietor. June 30 at 11. Queen's Head Cafe, Bangor
 JONES, WILLIAM, Bath, Pork Butcher. June 30 at 12.45. R. H. Moore, High Baliff, County Court, York st, Bath
 KENNEDY, WILLIAM, Kingston upon Hull, Umbrella Maker. June 30 at 11. Off Rec, Lincoln's inn bldgs, Bowalley lane, Hull
 KING, CHARLES, Sevenoaks, Builder. June 30 at 12. Bankruptcy bldgs, Lincoln's inn
 LEWIS, ISRAEL, Flinton, Lancashire, Warehouseman. June 28 at 11. Off Rec, Ogden's chhrs, Bridge st, Manchester
 LLOYD, DAVID, Llanrhydd, nr Ruthin, Builder. July 1 at 2.30. Crypt chhrs, Eastgate row, Chester
 MARTIN, HENRY, Barking, Essex, Brush Manufacturer. June 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 McQUADE, ANDREW, Levenshulme, nr Manchester, Gent. June 28 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester
 MILL, CHRISTOPHER GEORGE, Liverpool, Merchant. July 1 at 2. Off Rec, 25, Victoria st, Liverpool
 NIELD, WILLIAM, and SAMUEL WALMSLEY NIELD, Liverpool, Coffee Dealers. June 29 at 3. Off Rec, 25, Victoria st, Liverpool
 NORRIS, ALFRED, and HENRY NORRIS, Bishopsgate st Within, Stationers. June 29 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 PRINCE, THOMAS R., Kingsley, Stafford, Horse Dealer. July 7 at 12. Off Rec, Newcastle under Lyne
 RAWE, JOHN, Toff Hill, nr Bishop Auckland, Grocer. June 28 at 12.30. Three Tuns Hotel, Durham
 ROBINSON, JAMES BENJAMIN, Everton, Lancs, Bread Dealer. June 30 at 2.30. Off Rec, 25, Victoria st, Liverpool
 ROBINSON, JOSEPH THOMAS, Bridlington Quay, Yorks, Hotel Proprietor. June 29 at 11.30. Off Rec, 74, Newborough st, Scarborough
 SEARLE, WILLIAM, and ALFRED HENRY CASTING, Billiter sq, Hemp Brokers. June 29 at 2.30. 33, Carey st, Lincoln's inn
 SKEEN, EDWARD, Waterloo rd, no occupation. June 28 at 2.30. 33, Carey st, Lincoln's inn
 SMITH, ALFRED TURNER, Liverpool, Auctioneer. July 1 at 2. Off Rec, 25, Victoria st, Liverpool
 SMITH, ALLAN J., Liverpool, Olgar Importer. June 30 at 3. Off Rec, 25, Victoria st, Liverpool
 SMITH, HENRY, Sheffield, Boot Dealer. June 29 at 11.30. Off Rec, Figtree lane, Sheffield
 SMITH, WILLIAM, Steele's rd, Haverstock hill. June 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
 TAYLOR, DAVID GLASIER, Cardiff, Silk Mercer. June 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
 THURLOW, GEORGE LUGI ANTONIO, and ELLEN MARY THURLOW, Leamington,

Boarding House Keepers. July 1 at 11. Crowther Davies, color, Parade, Leamington
 VALENTINE, THOMAS BUCKNER HENRY, Westhampton, Sussex, Gent. June 29 at 2. Dolphin Hotel, Chichester
 VAN WALWIT, WILLIAM, Clerkenwell rd, Diamond Mounter. June 29 at 11. 33, Carey st, Lincoln's inn
 WARMLEY, WILLIAM HARMAN, Fenchurch st, Commission Agent. June 29 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WHITE, THOMAS, Carmarthen, Coal Merchant. June 29 at 11. Off Rec, 11, Quay st, Carmarthen
 WRIGHT, GEORGE BENJAMIN, Wolverhampton, Engineer. June 29 at 2.45. Off Rec, St Peter's close, Wolverhampton

ADJUDICATIONS.

ALCOCK, THOMAS GEORGE, Worcester, Grocer. Worcester. Pet June 15. Ord June 18
 ALLATT, THOMAS HENRY, Halifax, Wiredrawer. Halifax. Pet June 14. Ord June 18
 ASHBY, GEORGE ASHBY, Naseby Woolleys, Northamptonshire, Eqg. Leicester. Pet March 17. Ord June 13
 ATKINSON, HENRY CHARLES, London rd, Stockwell, Corndealer. High Court. Pet June 16. Ord June 18
 BAKER, GEORGE, New Humberstone, Leicester, out of employment. Leicester. Pet May 28. Ord June 15
 BARKEE, F. W., Ramsgate, Draper. Canterbury. Pet May 7. Ord June 9
 BARTON, THOMAS, Ulverston, Lancashire, Farmer. Ulverston and Barrow in Furness. Pet May 10. Ord June 16
 BERRY, JOHN, Cleckheaton, Yorks, Cardmaker. Bradford. Pet June 17. Ord June 18
 BEVINGTON, JAMES, Burslem, Potter's Manager. Hanley, Burslem, and Tunstall. Pet June 15. Ord June 16
 BONIFACE, WILLIAM JOHN, and HENRY GEORGE BONIFACE, Southampton, Cabinet Makers. Southampton. Pet May 28. Ord June 16
 BUSWELL, ALFRED, Sulby, Northamptonshire, Ale Merchant. Leicester. Pet May 8. Ord June 14
 CARTER, JAMES, Alrexford, Essex, Blacksmith. Colchester. Pet June 1. Ord June 18
 COLENSO, JOHN WILLIAMS, Penance, Painter. Truro. Pet June 14. Ord June 18
 DODD, WILLIAM, Halifax, Plumber. Halifax. Pet June 12. Ord June 15
 DONNITHORPE, THOMAS, St Swithin's lane, Solicitor. High Court. Pet April 1. Ord June 18
 DUFFELL, JOHN HENRY, Orchard rd, Kingston on Thames, Licensed Victualler. Kingston, Surrey. Pet June 10. Ord June 17
 DUNFORD, SUSAN ELIZABETH, and EMMA JANE SAUNDERS, Poole, Dorset, Builders. Poole. Pet June 11. Ord June 18
 EDWARDS, WILLIAM, Ruthin, Licensed Victualler. Wrexham. Pet June 10. Ord June 18
 GIEUAT, ALEXANDER, Colchester, Draper. Colchester. Pet June 2. Ord June 14
 HALL, GEORGE, Sheffield, Draper. Sheffield. Pet May 27. Ord June 16
 HESLOP, ROBERT CLAYTON, Wakefield, Clerk in Holy Orders. Wakefield. Pet May 9. Ord June 16
 JAMES, DANIEL, Treorkey, Glamorgan, Grocer. Pontypridd. Pet June 13. Ord June 18
 JONES, WILLIAM, Bath, Pork Butcher. Bath. Pet June 18. Ord June 16
 KENTWORTH, LEWIS, Bowdley, Worcester, Licensed Victualler, Kidderminster. Pet April 19. Ord June 15
 LINES, JOHN, Wigston, Leicester, Paper Box Manufacturer. Leicester. Pet June 11. Ord June 16
 MAGNER, SELKO, Kingston upon Hull, Hardware Dealer. Kingston upon Hull. Pet May 24. Ord June 17
 MARTIN, CHARLES, Canterbury, out of business. Canterbury. Pet June 17. Ord June 17
 MILL, MICHAEL ROBERT, Leeds, Oil Manufacturer. Leeds. Pet May 28. Ord June 14
 MILL, CHRISTOPHER GEORGE, Liverpool, Merchant. Liverpool. Pet June 10. Ord June 18
 MUSKETT, ROBERT ALBERT, Lee, Kent, Boot Maker. Greenwich. Pet June 9. Ord June 17
 NEALE, E ST JOHN, Albemarle st, Piccadilly, Lieutenant. High Court. Pet March 17. Ord June 17
 PRINCE, THOMAS RALPH, Kingsley, Stafford, Horse Dealer. Stoke upon Trent. Pet May 26. Ord June 16
 PROUDLOVE, WILLIAM, Newcastle under Lyne, Builder. Hanley, Burslem, and Tunstall. Pet May 28. Ord June 17
 RAWE, JOHN, Toff hill, nr Bishop Auckland, Grocer. Durham. Pet June 2. Ord June 17
 ROBERTS, JAMES, Worcester, Licensed Victualler. Worcester. Pet June 2. Ord June 17
 ROBINSON, JAMES BENJAMIN, Everton, Lancashire, Bread Dealer. Liverpool. Pet June 11. Ord June 18
 SAUL, JOHN, Bowness, Cumberland, Yeoman. Carlisle. Pet June 15. Ord June 17
 SHELLO, HENRY HORACE, Brighton, Tutor. Brighton. Pet June 9. Ord June 17
 SHILCOCK, JOHN, Leicester, Corn Dealer. Leicester. Pet May 28. Ord June 14
 SMITH, ALLAN J., Liverpool, Olgar Importer. Liverpool. Pet June 6. Ord June 16
 SMITH, JAMES HENRY, Birmingham, Ornamentor in Gold. Birmingham. Pet June 7. Ord June 17
 STEPHENS, JOSEPH, Roche, Cornwall, Seed Merchant. Truro. Pet June 8. Ord June 18
 STRATFORD, HENRY VERNER WINGFIELD, and FRANCIS MERVIN WINGFIELD, Stratford, Brandon st, Bermoudey. High Court. Pet April 6. Ord June 17
 SYMONS, THOMAS, Walsall, Corn Merchant. Walsall. Pet June 9. Ord June 18
 TAYLOR, DAVID GLASIER, Cardiff, Silk Mercer. Cardiff. Pet May 28. Ord June 17
 THOMAS, RICHARD CARTER, Walton on Thames, Contractor. Kingston, Surrey. Pet March 16. Ord June 17
 TURNER, EXUPERIUS, Broadway, Hammermith, Jeweller. High Court. Pet June 15. Ord June 18
 WHARTON, CHARLES, Mirdfield, Yorks, Commission Agent. Dewsbury. Pet June 14. Ord June 16
 WILKES, WALTER, Worcester, Grocer. Worcester. Pet June 14. Ord June 17
 WILLIAMS, HUMPHREY, Conway, Carnarvonshire, Licensed Victualler. Bangor. Pet June 16. Ord June 17
 WILSON, SAMUEL, Brightlingsea, Essex, Carpenter. Colchester. Pet May 19. Ord June 14

ADJUDICATIONS ANNULLED.

SEYMOUR, W., Piccadilly. High Court. Adjud Dec 22. Annul June 18
 NEWMAN, CHARLES, Bristol, Licensed Victualler. Bristol. Adjud Sept 26. Annul June 17

SALES OF ENSUING WEEK.

June 28.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 11, pp. 5 and 6).
 June 29.—Messrs. J. DAWSON & SON, at the Mart, at 1 p.m., Freehold Property (see advertisement, June 11, p. 13).
 June 29.—Messrs. EIZOART, at the Mart, Freehold Building Site (see advertisement, June 11, p. 11).
 June 29.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Tokenhouse-yard, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 11, p. 1).
 June 29.—Messrs. FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 11, p. 11).
 June 29.—Messrs. W. GREGAN & BOYD, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, June 11, p. 9).
 June 30.—Messrs. BAKER & SONS, at Stevenage, Herts, at 2 p.m., Freehold Building Land (see advertisement, June 11, p. 2).
 June 30.—Messrs. BRADLEY & Co., at the Mart, at 1 o'clock, Freehold Properties and Estates (see advertisement, June 11, p. 11).
 June 30.—Messrs. CHADWICK, at the Mart, Freehold Ground-rents, Freehold Building Estate and Properties (see advertisement, June 18, p. 4).
 June 30.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 11, p. 6).
 July 1.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Building Land and Freehold and Leasehold Properties (see advertisement, June 11, p. 9).
 July 1.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Tokenhouse-yard, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 11, p. 1).
 July 1.—Mr. G. G. FLINT, at the Mart, at 2 p.m., Freehold Ground-Rents (see advertisement, June 18, p. 4).
 July 1.—Messrs. HUMBERT, SON, & FLINT, at the Mart, Tokenhouse-yard, at 2 p.m., Equity and Law Life Assurance Shares (see advertisement, June 4, p. 4).
 July 1.—Messrs. HUMBERT, SON, & FLINT, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 11, p. 8).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

RODERICK.—June 17, at Llanelly, Carmarthenshire, the wife of W. Buckley Roderick, solicitor, of a son.
 VANDAMM.—June 21, at Essex-road, N., the wife of George Vandamm, solicitor, of a son.

MARRIAGE.

WRIGHT—BARNES.—June 14, at Charleywood, Rickmansworth, Robert A. A. Wright, barrister-at-law, to Edith Annie, daughter of John Henry Barnes, of Charleywood-house.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

CURRENT TOPICS	571	LAW STUDENTS' JOURNAL	578
THE INQUIRIES WHICH WILL BE		LEGAL NEWS	579
NECESSARY BEFORE COMPLETING		COURT PAPERS	580
A PURCHASE FROM A REGISTERED		WINDING-UP NOTICES	583
OWNER	573	CREDITORS' NOTICES	583
SOLICITOR-TRUSTEES' COSTS	573	BANKRUPTCY NOTICES	583
LAW SOCIETIES	578		

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Anti-Dyspeptic Cocoa or Chocolate Powder.
 Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

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In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

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By order, JAS. C. PRINSEP, Secretary.

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Henry Bonham-Carter, Esq.

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WILLIAM J. VIAN, Secretary.

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